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In the New York DISTRICT Court for the

DISTRICT of New York at Common Law

Mario E. Castro, Sui Juris,
Propria Persona

Plaintiff (s),

v.

THE BANK OF NEW YORK MELLON,
as Trustee for the Certificate
Holders of CWALT Inc., Alternative
Loan Trust 2006-0A11 mortgage
Pass-through certificates 2006-0A11,
f/k/a THE BANK OF NEW YORK MELLON,
ALTERNATIVE LOAN TRUST 2006-0A11;
UNKNOWN Doe's 1-12,000,
SHELLPOINT MORTGAGE SERVICING,
UNKNOWN Doe's 1-12,000

Defendant(s).

Sub contract Case NO.17-cv-4375-JS-GRB

PRESENTMENT/MOTION TO COMPEL ARBITRATION
Pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, FAA §§ 3 or 4 and Supported by Federal Rules 12(b)(1), 12(b)(3), or 12(b)(6) and law.

The contract referred to is # 2019-01091221MMLJC-WBF4UJCSM-U123899811©
Addendum to contract # 2019-0211M1221MMLJC-WBF4UJCSM- ADDEN1©

COMES NOW the **Presenters,** the Plaintiff's, and requests this Honorable Court to honor the fact that the Parties have negotiated an agreement that includes an Arbitration clause. Neither the federal or state rules of civil procedure line up perfectly with the FAA (for example, Rule 12 does not list "motion to compel arbitration" as a potential responsive pleading). Federal courts in six circuits have treated motions to compel arbitration as motions to dismiss for lack of subject matter jurisdiction under Rule 12(b)(1). A district court in the Eleventh Circuit is the only court to *expressly* state that motions to compel arbitration should be brought under Rule 12(b)(1). *MRI Scan Ctr., L.L.C. v. Nat'l Imaging Assocs., Inc.*, No. 13–60051–CIV, 2013 WL 1899689, at *2 (S.D. Fla. May 7, 2013). However, in the Second, Sixth, Eighth, Ninth, and Federal Circuits litigants have been *permitted* to

bring motions to compel under the 12(b)(1) standard. *See, e.g.*, ***Geographic Expeditions, Inc. v. Estate of Lhotka*, 599 F.3d. 1102, 1106–07 (9th Cir. 2010)**; *U.S. ex rel. Lighting & Power Servs., Inc. v. Inferface Constr. Corp.*, 553 F.3d 1150, 1152 (8th Cir. 2009); *Harris v. United States*, 841 F.2d 1097, 1099 (Fed. Cir. 1988); *Multiband Corp. v. Block*, No. 11–15006, 2012 WL 1843261, at *5 (E.D. Mich. May 21, 2012); *Orange Cnty. Choppers, Inc. v. Goen Techs. Corp.*, 374 F. Supp. 2d 372, 373 (S.D.N.Y. 2005). Other circuits take a different position asserting that motions to compel arbitration should be brought under Rule 12(b)(3) for improper venue. The Fourth and Seventh Circuits adopt this approach. These circuits reason that because arbitration clauses are a type of forum selection clause and therefore concern venue, motions to compel arbitration should be brought under Rule 12(b)(3). *Gratsy v. Colo. Technical Univ.*, 599 Fed. App'x 596, 597 (7th Cir. 2015); *Hayes v. Delbert Servs. Corp.*, No. 3:14:–cv–258, 2015 WL 269483, at *4 n.1 (E.D. Va. Jan. 21, 2015). Only one circuit adopts Rule 12(b)(6) — failure to state a claim upon which relief can be granted — as the proper subpart for a motion to compel arbitration. The Third Circuit explicitly rejects the practice of bringing motions to compel arbitration under 12(b)(3) and requires that motions to compel arbitration should be made under Rule 12(b)(6). *Palko v. Airborne Express, Inc.*, 372 F.3d 588, 597–98 (3rdCir. 2004); *Lomax v. Meracord L.L.C.*, No. 13–1945 (SRC), 2013 WL 5674249, at *6 n.3 (D.N.J. Oct. 16, 2013).

Please note that this matter involves the right to contract clause, as one of the parties to the contract is the United States and another is the state of New York, and that the United States Congress has indicated in a recent finding that such contracts are binding (see congressional finding record P.Bill. S -112 and private law 114-31 (December 3, 2016) whereby in both instances Congress came to the congressional finding and determination that "**SECTION 2. FINDINGS OF CONGRESS.**

(a) The Congress finds the following:

(1) That the United States by and through the Attorney General entered into an Agreement with the Parties.

(2) The Agreement is a valid and binding settlement agreement between the Parties and the United States that operates in the nature of a release-dismissal agreement.

(3) The Agreement contained an alternative dispute resolution clause that provided for arbitration as the exclusive remedy for relief to the Parties and the United States.

(4) The United States consented to the arbitration and the awards made thereunder for the equitable relief of the Parties and the United States are binding.

(5) Congress hereby expressly waives any defenses to the equitable relief awarded to the Parties, Beneficiaries, and Corporate Beneficiaries by the arbitrator.

(6) The parties, beneficiaries and their immediate family members, and the corporate beneficiaries are entitled to the relief established by the Agreement, the Awards, and the provisions of this Act notwithstanding any other law to the contrary. *Provided that,* Joey Brandon Kemp shall not be entitled to any relief or benefits established by the Agreement, the Awards, and this Act.

And this was after Congress had presented the contract to its judiciary committee to determine whether or not the contract was a binding obligation upon the United States of America-

NOVEMBER 5, 2016

MR. PAUL introduced the following bill; which was read twice -**and referred to the Committee on the Judiciary**.

Although in matters of arbitration the court is not permitted to consider and/or construe the merits, only to enforce the arbitration clause within the framework of the contract as agreed upon by the parties.

I. STATEMENT OF FACTS

In New York, contractual arbitration agreements can be enforced under the New York Civil Practice Law and Rules (CPLR) (New York's CPLR (Article 75) - (7501 – 7515)), **or the Federal Arbitration Act** (FAA) (9 U.S.C. §§ 1-16, 201-208, 301- 307). **Please take special note that memorandum and reference principles are embedded throughout, for simplicity and convenience purposes.**

9 U.S. Code § 3 - Stay of proceedings where issue therein referable to arbitration:

If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration. (July 30, 1947, ch. 392, 61 Stat. 670.)

History in Brief:

The Respondents in this matter have admitted the following:

The respondents admitted that they, **in combination with the federal Reserve Bank, which are for all practical purposes, because of their interlocking activity and practices, and both being Banking Institutions Incorporated under the Laws of the United States, are in the Law to be treated as one and the same Bank, did create the money or credit upon its own books by bookkeeping entry.** That this was the Consideration used to support **the Loan** associated thereto, and that this is a common practice by all Federal Reserve member banks and/or institutions. The money and credit first came into existence when they created it, the Federal Reserve and the financial institutions have admitted that no United States Law or Statute exist which gave them the right to do this. "A lawful consideration must exist and be tendered to support the Note". See Ansheuser-Busch Brewing Company v. Emma Mason, 44 Minn. 318, 46 N.W. 558.

This is a practice that the banks implement internally, they have admitted they have this as a practice, this practice of theirs documents that the account balance was zero, and that they created a new account in a different department which reflected a separate balance. That there were four different balances, there was a loss balance, a credit balance, a zero-out balance and

finally there is an internal active system balance. None of which the borrower consented to, nor were any of these extra balances ever brought to the borrower's attention prior to the present time. That these practices do not excuse the fact that the respondents have provided the evidence in support of the presenters claim that the account balance is zero, and that the account for which they are referring is a new account that they've created without the consent of the presenters, the borrower, or any other party. That they indeed created fraud in the factum by not revealing the origin of the credits being lent, nor revealing the full matrix of the origination of the funds being credited and the requirement for repayment. The plaintiffs made no misinformation to the defendants, who chose to ignore each of their requests for validation of the origination of the loan, and the matrix associated thereto-, the defendants when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692; "intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan" **Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008).**

Page 2 of the plaintiff's declaration (BECU (Boeing Credit Union) vs Williams, 2018; the Federal Reserve admitted the following)), clearly highlights the following:

At line 21 through 24 it states-

... **Charge off debt, after it has been delinquent for a sustained period. This process includes BECU applying an internal credit** (a practice for which they never advised the defendant and or the borrower, and a practice which is not agreed to by the parties in the original agreement), **in the amount of the loss** (whereby the Federal Reserve admit to crediting the account of the borrower), **in order to zero out the balance** (here, the Federal Reserve admit that the balance is zeroed out, and that the account has been closed) **and close the account.** (The Federal Reserve's BECU then acknowledge, that they create now a new account internally, and this newly created account, a creation of their own making, that is brought

into existence without the borrowers knowledge and/or consent prior to its creation, is not the borrower's responsibility to maintain and or to manage and or to offset, as no agreement exists for such) **the loss balance** (which they have just documented is now zero) **is then transferred from the internal active system to internal collection system. Defendants continues to remain responsible for the loss** (for which they have documented that the amount of the loss is zeroed out and the account is closed, meaning that the presenters is responsible for the amount of zero) (Conclusions, deductions, summarization, emphasis, added). So when the Federal Reserve and its agents have sustained the presenters accusation that the account balance is zero, and provided supported evidence by way of affidavit/declaration and the associated loan documents for which the zero balance is evidenced, the presenters was not required to provide any further evidence about the zero balance that is now proved by the very party who would be required to provide those proves by the actual accounting ledgers, comprehensive in nature and certified by someone duly licensed regarding such record-keeping. We incorporate those records into this instant matter by reference, and demand that they be made to appear on the record immediately as the Federal Reserve and its agents are the custodian of these records and must produce them upon demand.

This establishes the existence of an obligation between the parties, and the presenters contend that the bank had a contractual obligation to inform the borrowers that they were lending BOOKKEEPING ENTRY CREDIT and not US dollars 'or monies which at the time is considered coin or currencies of the United States in general circulation' as defined in statute, they failed to give vital information concerning the debt and all of the matrix involved in making the loan as required by law!

The Defendants and other relevant parties (the respondents as provided in **Exhibits B1 – C** which is hereby incorporated by reference in this case) were notified as to the claim of dispute by the Plaintiff's, and that there was a charge of breach of the agreement, and that

every instance they refuse to provide a complete comprehensive accounting certified by a licensed accountant as required by law with consumer contracts dealing with commercial transactions.

This matter involves a commercial transaction, placing it within the jurisdiction of the United States Congress who has the premier right of regulating commerce, and incorporates The Federal Arbitration Act, FAA 9 § 1-16.

A. <u>The Dispute</u>.

Shortly after the Plaintiff's became aware of the fraud committed against them and their interest referencing a commercial contract, the Defendant's made several attempts to change the terms and conditions of the original binding contract and addendum, and upon the last attempt to change or alter the terms and conditions of the contract, the Plaintiff's presented a conditional acceptance of offer/counter offer and addendum whereby the Defendant's if they did not agree had an opportunity to express such disagreement while **complying** with the duty **to respond**, based on the **previous relationship and responsibilities/obligations** then in existence between the parties, and they **intentionally, deliberately, knowingly, willfully** made the conscious choice to acquiesce by not responding and or by not properly responding as they have a duty to respond to each and every "proof of claims" thereby not complying as required by the terms and provisions of that agreement/contract creating tacit acquiescence and estoppel respecting the defendant's and other relevant parties (the respondents see…**Exhibits B1- C**).

The Commercial Agreement also contains an all-encompassing, binding and enforceable Arbitration Clause at which provides in pertinent part as follows:

"Disputed Matters.

The defendant's and other parties to the agreement have agreed that any and all challenges, disputes, and or other related matters were to be addressed by arbitration, thus they have waived any and all rights and are estopped from bringing forth any challenges in the present matter. Note the agreement clause respecting arbitration, summarized here in part and incorporated herein by reference:

III. " ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT LAW

10290. **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

10291. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. 2019-01091221MMLJC-WBF4UJCSM–U123899811© constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to

respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10292. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent('s) by invoice. Per Respondent('s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

10293. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without

providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent's (s') fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's(s') fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's(s') consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged ***Commercial/Civil/Cause*** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged ***Commercial/Civil/Cause*** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged ***Commercial/Civil/Cause*** within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

10294. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged ***Commercial/Civil/Cause*** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

IV. NOTICE OF COMMON-LAW ARBITRATION:

10295. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, of NEW YORK and or Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged ***Commercial/Civil/Cause*** for the SOLE purpose to correct said record and comply with Respondent's(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

10296. **NOTICE**: That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business" *Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyds List Rep 104

- "internationally accepted principles of law governing contractual relations"[*Deutsche Schachtbau v R'As al-Khaimah National Oil Co* [1990] 1 AC 295]
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.[For example, see *Heyman v Darwins Ltd.* [1942] AC 356]
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." ***AISI v US***, 568 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)

- ",...their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) ***FRC v G.E.*** 28I US 464; ***Keller v PE***, 261 US 428.
- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administrating or enforcing statutes do not act judicially. but, merely administerially." ***Thompson v Smith.*** 155 Va. 376. I54 SE 583, 7I ALR 604.
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." Endicott v Perkins, 317 US 501
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." ***Hurtado v. California*** (1884) 110 US 515 (1984).
- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

10297. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.

10298. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

10299. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment

II. LEGAL ARGUMENT

The undersigned respectfully request that this Court compel arbitration per the agreement through the SITCOMM ARBITRATION ASSOCIATION under its Commercial Arbitration Rules now in effect, that such is appropriate as New York has established a policy of favoring arbitration, the parties entered into a valid arbitration agreement, and the arbitration clause contained in the Commercial Agreement is clear and unambiguous. Moreover, none of the parties have waived the opportunity to arbitrate, as the Defendant's have voluntarily granted power of attorney and authority respecting such to the Plaintiff's in this instant matter. As such, this Court in line with statute must compel arbitration.

B. <u>The Arbitration Clause is Valid and Enforceable</u>.

Applying New York substantive law, the arbitration clause in the Commercial Agreement is valid and enforceable. Both **the New York Legislature and New York Supreme Court support the enforcement of arbitration provisions for alternative dispute resolution in New York**. The New York Civil Practice Law & Rules recognizes that a written provision in a contract to submit any existing controversy to arbitration is valid, enforceable and irrevocable. "**... the validity of such a clause initially turns on a showing that the parties have entered into an agreement to arbitrate. New York's CPLR (Article 75) § 7501 ("A written agreement to submit any controversy thereafter arising or any existing controversy to arbitration is enforceable without regard to the justiciable character of the controversy and confers jurisdiction on the courts of the state to enforce it and to enter judgment on an award. In determining any matter arising under this article, the court shall not consider whether the claim with respect to which arbitration is sought is tenable, or otherwise pass upon the merits of the dispute.); ("arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit."). New York law, like federal law, favors enforcement of valid arbitration agreements. Any doubts regarding the arbitrability of a dispute are resolved in favor of arbitration. "*JLM Indus., Inc. v. Stolt-Nielsen SA, 387 F.3d 163, 171 (2d Cir.2004) (quoting Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24-25, 103 S.Ct. 927, 74 L.Ed.2d 765 (1983))*"**

"On motion of a person showing an arbitration agreement and alleging another person's refusal to arbitrate pursuant to the agreement… **Arbitration-** The New York's CPLR (Article 75) § 7501- 7515 and the Federal Arbitration Act ("FAA") (9 U.S.C. sections 1-14):

A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract. (July 30, 1947, ch. 392, 61 Stat. 670.)

Any presentments of case laws referenced in this Presentment and Memorandum that include other states case laws are to be uniformly construed and recognized in this state in reference to the information/statement facts, conclusions or otherwise and are incorporated by reference in this case as the Plaintiff hereby exercises his right to invoke the **"Full Faith and Credit Clause," Article IV Section 1** of the **U.S. Constitution** to which the Judges of this court have given an oath to uphold. The courts have uniformly held that agreements to arbitrate are specifically enforceable. Any doubts concerning the arbitrability of the subject matter of the disputes are to be resolved in favor of arbitration. Landers v. Fed. Deposit Ins. Corp., 402 S.C. 100, 109, 739 S.E.2d 209, 213 (2013) (citation and internal quotation marks omitted). In the absence of the most forceful evidence of the purpose to exclude a claim from arbitration, the claim is properly submitted to arbitration. Clark County Public Employees v. Pierson, 106 Nev. 587, 798 P.2d 136 (1990).

The CPLR governs the enforcement of arbitral awards rendered in or outside of New York's CPLR (Article 75) § 7501. The CPLR generally applies to the enforcement of awards that do not involve interstate commerce or that otherwise fall outside the scope of federal statutes. Parties can also agree to apply the CPLR's enforcement procedures in their arbitration agreements. The instant matter **involves interstate commerce and other commercial transactions between the parties and is therefore subject to the Federal Arbitration Act as indicated in the aforementioned contract.**

The Courts having further indicated that the parties are not to be deprived by the Court of the benefit of Arbitration, and any doubt is to be resolved in favor of arbitration. (CPLR - the arbitration statute makes clear that upon proceedings to compel arbitration the court is not to consider the merits of the dispute sought to be arbitrated.) see…Henry Schein, Inc. v. Archer & White Sales, Inc. (Henry Schein) January 2019 also see- Exber, Inc. V. Sletten Construction Co., 92 Nev. 721, 528 P.2d 517 (1976).

All doubts concerning the arbitrability of the subject matter of the dispute are to be ***resolved in favor of arbitration***. Once it is determined that an arbitrable issue exists, the parties are not to be deprived by the courts of the benefits of arbitration, for which they bargained – speed and the resolution of the dispute and the employment of a knowledgeable and competent arbitrator. At 729, 558 P.2d 517. (Emphasis added).

In this case, the parties entered into a Commercial Agreement that clearly established arbitration as the forum for dispute resolution.[ibid] Further, the parties agreed arbitration would "be final and binding."[*ibid*] As such, the parties entered into a valid and enforceable arbitration clause that should require the arbitration of the current related dispute['s]. the Supreme Court of Nevada continues to remind all litigators that the FEDERAL Arbitration Act governs even local disputes between private citizens and contractors. In fact since it's the Supreme Court of Nevada in the U.S.Home Corp. *Ballasteros* decision in February 2018, has issued two more decisions reiterating that holding, recognizing the principles of law in the uniform arbitration act of the state that must be in conformity with the Federal arbitration act of the United States: *Lanier*, 2018 WL 6264809 (Nev. Nov. 28, 2018), and *Greystone Nevada*, 2018 WL 6264756 (Ne. Nov. 28, 2018). As evidence of interstate commerce, *Lanier* points to three things: the contractor was incorporated in Delaware (much the same as each of the defendants in this matter), while the private citizens were residents of the great State of Nevada, the large number of subcontractors and material suppliers who worked on the privately owned homes made it likely that at least some of them are engaged in interstate commerce, and "**in the aggregate, the general practice of developing, buying, and selling homes substantially affects interstate commerce.**" All

of this mattered as is the case here because trial court judges were relying on New York anti-arbitration rules to refuse to compel arbitration. Those rules are preempted if the dispute is governed by the FAA.

To gain exemption from arbitration, it must be specifically and expressly provided in the Commercial Agreement that a particular grievance is exempted from arbitration. Clark County Public Employees v. Pierson, 106 Nev. 587, 591, 798 P.2d 136 (1990). In the absence of the most forceful evidence of the purpose to exclude a claim from arbitration, ***the claim is properly submitted to Arbitration.*** Therefore, both the New York Legislature and the New York Supreme Court agree – ***agreements to arbitrate should be specifically enforced.***

The clause in this case expressly covers "any controversy or dispute," including any dispute relating to or arising out of 'the action or inaction of any member/party which is to include the defaulting party.' The clause further bars litigation and provides that 'no action at law or in equity, before any other venue and/or jurisdiction initiated by any party shall be only and exclusively before and by arbitration,' and with the reference to commerce, the context includes the exception, 'except to compel arbitration or to enforce an arbitration award'.

In support of the above statement, "parties to contracts with arbitration provisions may be entitled as a right to compel arbitration, or simply stay the claims pending arbitration, pursuant to the Federal Arbitration Act stay provision, 9 U.S.C. 3." Such mandatory stays are granted in most circuits per *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 630 n.4 (2009). Courts staying non-signatory claims, either pursuant to 9 U.S.C. 3. or through exercise of courts' "inherent discretion" or the requirements and implications of each type of stay, including appellate issues, are addressed.

MANDATORY STAYS PURSUANT TO 9 U.S.C. 3

The Federal Arbitration Act,, 9 U.S.C. §1, et seq. ("FAA"), and the state of New York's Civil Practice Law and Rules (CPLR) Article 75 § 7501, embodies a "liberal policy favoring arbitration agreements...." *AT&T Mobility LLC v. Concepcion*, 131 S.Ct. 1740, 1749 (U.S. 2011). The FAA applies to any "contract evidencing a transaction involving commerce..." 9 U.S.C.

Section 3 of the FAA states in pertinent part:

§3. Stay of proceedings where issue therein referable to arbitration

"If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court...shall on application of one of the *parties* stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement...."

The Supreme Court has interpreted Section 3 as referring to parties to the litigation rather than parties to the contract. *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 630 n.4 (2009). Thus "a litigant who is not a party to the relevant arbitration agreement may invoke Section 3 if the relevant state contract law allows him to enforce the agreement." at 633. Prior to *Carlisle*, the decision whether to stay claims among non-arbitrating parties generally was considered discretionary, except perhaps in the Fifth and Seventh Circuits. The U.S. Supreme Court has interpreted this language as "signal[ing] the broadest permissible exercise of Congress' Commerce Clause power." *Citizens Bank v. Alafabco*, 539 U.S. 52, 56 (2003). Challenges to the FAA's applicability to construction contracts are rare and would fail under most circumstances. *See Moses H. Cone Memorial Hosp. v. Mercury Const. Corp.*, 460 U.S. 1, 21, n. 23, 103 S.Ct. 927 (1983) (indicating by footnote that staying litigation among the non-arbitrating parties "may be advisable" but the "decision is one left to the court...as a matter of discretion to control its dockets."). *Waste Management v. Residuos Industriales Multiquim*, 372 F.3d 339 (5th Cir. 2004); *Hill v. G E Power Systems, Inc.*, 282 F.3d 343, 347–348 (5th Cir. 2002) ("A suit against a nonsignatory that is based upon the same operative facts and is inherently inseparable from the claims against a signatory will always contain 'issue[s] referable to arbitration under an agreement in writing,'" as is required for a stay under 9 U.S.C. 3; "[p]ermitting the action to proceed without a stay as to the [non-signatory] defendant would undermine the arbitration between the plaintiff and the [signatory] defendant, "thereby thwarting the policy in favor of arbitration."); *Kroll v. Doctor's Associates, Inc.*, 3 F.3d 1167, 1171 (7th Cir.1993) ("section three

of the Arbitration Act 'plainly requires that a court stay litigation where issues presented in the litigation are the subject of an arbitration agreement.' ... a stay must be granted, even in favor of persons that are not party to the agreement containing the arbitration clause, if the litigation is an attempt 'to evade the agreed-upon resolution of their disputes in the arbitration forum by introducing the identical controversy against a party who is ultimately liable for the arbitrating party's acts.'").

"'**Traditional principles' of state law allow a contract to be enforced by or against nonparties to the contract through 'assumption**, piercing the corporate veil, alter ego, incorporation by reference, third-party beneficiary theories, waiver and estoppel....'" *Carlisle*, 556 U.S. at 631. Examples of claims by or against non-signatories that might be appropriately stayed pursuant to 9 U.S.C. 3, include the following: third-party claims under an insurance policy requiring the insured to arbitrate claims, based on a finding that the third-party claimants are "third party beneficiaries" of the policy (*see Todd v. Steamship Mut. Underwriting Ass'n (Bermuda) Ltd.*, 601 F.3d 329, 334 (5th Cir. 2010)); claims against a contractor by its subcontractor's successors, assigns or sub-subcontractors whose agreements sufficiently incorporate obligations of the first-tier subcontract by reference *(see Awuah v. Coverall North America, Inc.*, 703 F.3d 36, 43-44 (1st Cir. 2012); and claims by or against a parent company for damages arising out of its subsidiary's contract containing an arbitration provision, based upon equitable estoppel, agency or alter ego theories (*see Physician Consortium Services*, LLC, 2011 WL 480013 (11th Cir. 2011), *Board of Trustees of City of Delray Beach Police and Firefighters Retirement System v. Citigroup Global Markets, Inc.*, 622 F.3d 1335, 1342-1343 (11th Cir. 2010), and *Burnham Enterprises v. Dacc Co. LTD*, 2013 WL 68923 (M.D. AL. 2013)). This would also include third-party servicers, loan officers, accountants, agencies, government corporations under the Foreign Sovereign Immunities Act and the principles outlined in the bank of the United States v. the bank of Georgia were the Supreme Court of the United States concluded that:

" ... a sound principle that when a government becomes a partner in any trading company, it divests itself, so far as concerns the transactions of that company, of its sovereign character and takes that of a private citizen. Instead of communicating to the company its privileges and its prerogatives, it descends to a

level with those with whom it associates itself and takes the character which belongs to its associates, and to the business which is to be transacted. Thus, many states of this Union who have an interest in banks are not suable even in their own courts; yet they never exempt the corporation from being sued. The State of Georgia, by giving to the bank the capacity to sue and be sued, voluntarily strips itself of its sovereign character so far as respects the transactions of the bank and waives all the privileges of that character. As a member of a corporation, a government never exercises its sovereignty. It acts merely as a corporator, and exercises no other power in the management of the affairs of the corporation than are expressly given by the incorporating act.

The government of the Union held shares in the old Bank of the United States, but the privileges of the government were not imparted by that circumstance to the bank. The United States was not a party to suits brought by or against the bank in the sense of the Constitution. **Bank of United States v. Planters' Bank of Georgia, 22 U.S. 9 Wheat. 904 904 (1824), and the Clearfield doctrine.**

The Supreme Court went even further in highlighting the parties like the defendants to this matter at bar, that the defendants and that they are either a financial institution and/or associated with the financial institution and or are an entity or agency which bears and employer identification number which is associated with a corporation, either by their charter and or by their being a part of the federal EIN identification system, have consented to being sued and having the power to sue- "the act which gives jurisdiction to the courts of the Union over suits brought by the citizen of one state against the citizen of another restrains that jurisdiction where the suit is brought by an assignee to cases where the suit might have been sustained had no assignment been made. But the bank does not sue in virtue of any right conferred by the Judiciary Act, but in virtue of the right conferred by its charter. It does not sue because the defendant is a citizen of a different state from any of its members, but because its charter confers upon it the right of suing its debtors in a circuit court of the United States …

If the bank could not sue a person who was a citizen of the same state with any one of its members, in the circuit court, this disability would defeat the power. There is probably not a commercial state in the Union some of whose citizens are not members of the Bank of the United States. There is consequently scarcely a debt due to the bank for which a suit could be maintained in a federal court did the jurisdiction of the court depend on citizenship. A general power to sue in

any circuit court of the United States, expressed in terms obviously intended to comprehend every case, would thus be construed to comprehend no case. Such a construction cannot be the correct one."

The doctrine of "equitable estoppel" would seem to accommodate a wide-range of colorable arguments for staying or compelling arbitration of claims by or against non-signatories. Courts have "estopped" claimants from avoiding arbitration of non-signatory claims that "make reference to," "presume the existence of," or "arise out of and relate directly to" the written agreement requiring arbitration, or that are "inextricably intertwined with" claims against a signatory. See, e.g., *Field System Machining, Inc. v. Vestas-American Wind Technology, Inc.*, 2013 WL 1943307, 4 (N.D. Ill. 2013); *Escobal v. Celebration Cruise Operator, Inc.*, 482 Fed.Appx. 475, 476, 2012 WL 2947591, 1 (11th Cir. 2012).

In this matter the defendant's, failing to highlight on the public record that the parties have entered into this agreement to avoid litigation. The agreement having been in place for more than 30 days has not had a single direct challenge by any party, nor has the power of attorney and or the rights conferred via the power of attorney been challenged by the parties, to the present day, the defendants are estopped from making such claims at present and if they did decide and or attempt to make such claims they would have to do so according to the terms of the agreement i.e. arbitration.

DISCRETIONARY STAYS

The basis for bringing non-signatories/signatories within the FAA's mandatory stay provision, the decision whether to grant a stay absent federal state provisions of the FAA and or the New York provisions of the CPLR remains within the courts' inherent discretion to "control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants." *Landis v. North American Co.*, 299 U.S. 248, 254, 57 S.Ct. 163, 166 (1936). Parties to the two cases need not be the same and issues need not be identical to empower a court to stay proceedings in one suit to abide proceedings in the other.

We present to the court evidence that the opposing party where entering into an agreement, now we are presenting the fact that the parties had not complied with the original contract and addendum, we also present to the court evidence that the opposing party had attempted to renegotiate the contract (**See.. Exhibits – D)** hereby incorporated by reference in this case as evidence), which is a recent copy of a continuous offer in the form of a monthly statement by Shellpoint Mortgage Servicing , on behalf of the alleged holder showing new terms which include a new account number and payment terms for an alleged balance which was not agreed upon in the original contract between the original lender and the borrower, was not disclosed with a meeting of the minds between the original parties to give them consent.) We provided the court a copy of the renegotiated agreement/contract and addendum which included the conditional acceptance and offer which incorporated an arbitration clause. This is not an issue as to the binding nature of the contract, but whether or not the law applies equally, and for this court to hold exception and complete disregard for the principle of law, whereby having a copy of the contract on the record for this court to recognize a party to the contract as being a party to the matter which involves due process.

When the defendants did knowingly and intentionally subject the defendants to undo surprise, violated the rules and procedures for the court, and these are said to be learned individuals. The very same fact that while there were challenges to the mortgage, the note, and the accounting, the defendants continued to ignore the Plaintiff by not responding nor rebutting his affidavit but have threatened him with actions of foreclosure in violation of the original agreement and the law known as The Real Estate Settlement Procedures Act, R.E.S.P.A., which also recognizes the right to arbitration. For this court to not acknowledge the Plaintiffs' right as well as the defendants right to have the matter arbitrated, as directed within the agreement would impose an undue hardship unlike those that could ever be suffered by the opposing party, because such would be an infringement upon due process, the laws and principles of arbitration the courts have agreed to abide by-

It should be noted that when the "connected or related case" is in arbitration, courts are more likely to grant a discretionary stay pending completion of the arbitration, due to the "policy in favor of

arbitration..." *See, e.g., Sam Reisfeld v. S. A. Eteco*, 530 F.2d 679, 681 (5th Cir. 1976) (claims involving non-signatories to arbitration agreement signed by their affiliate were properly stayed because they were "inherently inseparable from" the claims at issue in their affiliate's arbitration, and arbitration would otherwise "be rendered meaningless and the policy in favor of arbitration effectively thwarted."). A key factor courts consider is whether the non-signatory's potential liability derives from the conduct or potential liability of a party or signatory, such that staying claims against the non-signatory likely would conserve judicial resources and minimize the possibility of inconsistent results. ; s*ee also Petrik v. Reliant Pharmaceuticals*, 2007 WL 3283170 (M.D. Fla. 2007), citing *Klay v. All Defendants*, 389 F.3d 1191, 1204 (11th Cir. 2004); *Am. Heart Disease Prev. Found. v. Hughey*, 106 F.3d 389, 1997 WL 42714 (4th Cir. 1997).

The most obvious type of claims warranting a discretionary stay (if not a mandatory stay pursuant to 9 U.S.C. 3) are Miller Act claims, which "courts routinely stay…pending arbitration to determine the contractor's liability…" *U.S. f/u/b/o First Call Mechanical v. Sundt Constr., Inc.*, 2007 WL 1655976, 3 (D. Ariz. 2007); *see also U.S. f/u/b/o Milestone Tarant v. Ins. Co.*, 672 F.Supp.2d 92, 102 n.5 (D. D.C. 2009) ("unless [general contractor] were to intervene in this suit, litigation of [subcontractor]'s claims under the subcontract would occur *through* [the surety]. Arbitration between [subcontractor] and [general contractor] therefore would be far more efficient."); *U.S. ex rel. James B. Donaghey, Inc. v. Dick Corp.*, 2010 WL 4666747, 3 (N.D. Fla. 2010) ("It was not the intention of Congress to extend or enlarge the liability of the surety ... beyond the contractual or quasi-contractual obligations of the contractor who remains primarily liable.'"); *U.S. f/u/b/o Vining Corp. v. Carothers Const., Inc.*, 2010 WL 1931100 *4 (M.D. Ga 2010) ("If a subcontractor could avoid the arbitration requirement in a subcontract by suing only the surety, such a result would effectively render arbitration provisions meaningless."); *U.S. f/u/b/o v. Bencor-Petriford*, 2007 WL 1725468, 3 (N.D. Ind. 2007) (subcontractor's recovery rights against the sureties "necessarily depend on whether [contractor] breached its subcontract with [subcontractor]. "The liability of the sureties…is limited to the liability of the principal [which] will be determined by arbitration, and there is no reason to duplicate the determination here [and] risk inconsistent rulings."); *U.S. ex rel. Humbarger v. Law Co., Inc.*, 2002 WL

436772 at 3 (D. Kan. 2002); *U.S. f/u/b/o Peake Const., LLC v. Crown Roofing Services, Inc.*, 2010 WL 1416673 (E.D. La. 2010) (Miller Act sureties "stand in the shoes of" the general contractor and are entitled to its affirmative defenses); *U.S. ex rel. TGK Enterprises, Inc. v. Clayco, Inc.*, 2013 WL 5348464, 11 (E.D. N.C. 2013); *U.S. ex rel. Tanner v. Daco Const., Inc.*, 38 F. Supp. 2d 1299, 1306 (N.D. Okla. 1999); *U.S. f/u/b/o Tesar v. Turner Const. Co.*, 2009 WL 3626696 *4 (N.D. OH 2009) (staying sub-subcontractor's Miller Act claims against contractor and surety pending sub-subcontractor's arbitration with subcontractor). *Lee & Rua Co. v. Great American Ins. Co.*, 2008 WL 1868633, 2 (W.D. Wash. 2008).

Litigants opposing a request for discretionary stay pending arbitration often argue a stay will delay recovery of damages owed for an "immoderate" or "indefinite" duration, thereby causing financial hardship, such would be futile and a waste of the courts time, because any argument asserting such a stance would be contrary to the principles of arbitration. *See AgGrow Oils, L.L. C. v. National Union Fire Ins. Co. of Pittsburgh, PA*, 242 F.3d 777, 783 (8th Cir.2001) ("In a complex, multi-party dispute…issues such as the risk of inconsistent rulings, the extent to which parties will be bound by the arbitrators' decision, and the prejudice that may result from delays must be weighed in determining whether to grant a discretionary stay, and in fashioning the precise contours of any stay.") Such arguments often are dismissed by courts as speculative absent a specific and compelling showing of hardship, particularly when arbitration has commenced or, better yet, a final arbitration hearing date has already been set. See, e.g., *United States ex rel. MPA Constr. v. XL Specialty Ins. Co.*, 349 F.Supp.2d 934, 939 (D. Md. 2004) "It is a somewhat peculiar stance to assert that delay will cause financial hardship while simultaneously requesting that the court allow full-blown litigation to proceed. **One of the primary reasons why the law favors arbitration is to resolve cases more quickly and efficiently**."

APPEALABILITY OF ORDERS GRANTING OR REFUSING A STAY

"All that matters for appealability…is that the appellant sought the stay on the authority of [9 U.S.C. 3], whether or not the stay was authorized by that section." *See GEA Group AG v. Flex-N-Gate Corp.*, 2014 WL 97289, 3-4 (7th Cir. 2014), citing *Carlisle*, 556 U.S. at 631

If a motion for stay is denied, it will be immediately appealable pursuant to 9 USC 16(a)(1)(A). *; see also Conrad v. Phone Directories Co., Inc.*, 585 F.3d 1376, 1385 (10th Cir. 2009) ("The first, simplest, and surest way to guarantee appellate jurisdiction under § 16(a) is to caption the motion in the court as one brought under FAA § § 3 or 4. … This simple rule should dispose of the vast majority of cases in this area, and those hoping to avail themselves of the immediate appeal provided for in the FAA would do well to follow it."). Notably, dicta in the *Conrad* decision states: "if the court suspects that the motion has been mis-captioned in an attempt to take advantage of § 16(a), it must look beyond the caption" to "determine whether it is plainly apparent from the four corners of the motion that the movant seeks only the relief provided for in the FAA, rather than any other judicially-provided remedy." *Conrad*, 585 F.3d at 1385. Counsel should consider this admonition and potential implications for appealability, even if briefly, in deciding upon an alternative request for stay pursuant to the court's inherent discretion.

If the court were to deem it unnecessary to stay the matter pending arbitration, it would then be subjecting the state and the parties to greater expense by having an appeal filed and prosecuted, where the FAA and the favorability of arbitration over litigation are the principal foundations for such and entertainment of such a request. The state law cannot interfere with liberal policy favoring arbitration. *Wells v. Chevy Chase Bank, F.S.B.*, 768 A.2d 620 (2001). Generally, stay orders direct clerks of court to administratively close the cases pending the outcome of arbitration, rather than dismissing the cases. Such orders are almost always interlocutory. *See Kaplan Industry, Inc. v. Oaktree Capital Management, LP.*, 2011 WL 5599380, 1 (11th Cir. 2011) (granting appellee's motion to dismiss appeal, for lack of jurisdiction, of an order granting appellee's motion for a stay pending the parties' arbitration proceedings, pursuant 9 U.S.C. § 3, because court merely administratively closed the case without dismissing it and did not certify the appeal under 28 U.S.C.

§1292(b)); *Cf. Green Tree Financial*, 531 U.S. at 87 n. 2 ("Had the Court entered *a stay* instead of a dismissal in this case, that order would not be appealable [per 9 U.S.C. § 16(b)(1)]").

The Contract is Clear and Unambiguous.

The Commercial Agreement between Plaintiffs and the Defendants referenced clearly and unambiguously requires arbitration for all disputes. New York Courts consistently enforce unambiguous contracts according to their plain language. **See Ellington v EMI Music, Inc. 2014 NY Slip Op 07197 - Court of appeals** and Similar matter- Renshaw v. Renshaw, 96 Nev. 541, 611 P.2d 1070 (1980). The Supreme Court in Reynolds versus the United States decided on January 23, 2012 came to the same conclusion when considering statutory interpretation, there is the plain meanings doctrine. The contract stipulates that it "must be construed contextually and not otherwise", and such a construction was agreed to by all the parties to the contract and addendum, and specifically the contract and addendum holds that in line with the **FAA only** the arbitrator has the authority to determine the binding nature of the agreement. Courts are bound by language that is clear and free of ambiguity and cannot, using the guise of interpretation, distort the plain meaning of the agreement. Related principle ruling- Watson v. Watson, 95 Nev. 495, 496 P.2d 507 (1979).

In this case, there is no doubt the parties agreed to a clear and unambiguous requirement to arbitrate, in fact the word arbitrate appears throughout the document/instruments/contract more than 10 times. Moreover, the language clearly evidences an agreement to arbitrate disputes arising from the actions or inactions of Members/parties to the agreement. Finally, it is clear from the language of the contract that the parties intended arbitration to be "final and binding." As such, the contract clearly and unambiguously requires that the parties arbitrate this dispute and this Court should enforce the clear language of the Commercial Agreement between the parties. See, e.g., Southern Trust Mortgage Co. V. Kay & Door Co., Inc., 104 Nev. 564, 763 P.2d 353 (1988) (holding that where a document is clear and unambiguous, ***the court must construe the document from its language***); see, e.g., Love v. Love, 114 Nev. 572, 959 P.2d 523 (1998)

(concluding that a clear and unambiguous document on its face must be ***construed according to its plain language***); see, e.g., Ellison v. California State Automobile Association, 106 Nev. 601, 797 P.2d 975 (1990) (finding that Commercial Agreements are construed from written language and ***enforced as written***). Needless to say, the ***overwhelming*** authority from the New York Supreme Court and elsewhere holds that unambiguous Commercial Agreements must be construed according to their plain language.

The Commercial Agreement Clearly and Unambiguously Requires Arbitration.

The arbitration clause is clearly and unambiguously written. In particular, the provision governing disputes of the Commercial Agreement is wholly free of ambiguity and clearly states that ***any dispute must be settled by Arbitration***. Moreover, the Commercial Agreement specifically involves commerce and because it involves commerce it provides that the Arbitration should take place according to the **rules of FAA. The Arbitration clause was *fully negotiated and executed*. Thus, given the clear and unambiguous language of the Commercial Agreement requiring arbitration and New York's presumption in favor of arbitration, the Commercial Agreement should be specifically enforced, requiring that this dispute be submitted to binding arbitration and that this litigation is stayed in the interim, and the Defendant's claims dismissed as a result of estoppel.**

In the instant case, no discovery has taken place and there has not been significant activity towards litigating either party's claims or defenses. No actions by the Judge. Therefore, no parties will suffer prejudice from the change of forum from this Court to arbitration. As there is no prejudice, this Court should compel arbitration.

The Court is Not to Consider the Merits.

The United States Supreme Court prohibits consideration of the merits on a motion to compel. The Supreme Court held that "there is a presumption of arbitrability in the sense that '[a]n order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute.'" AT & T Tech., Inc. v. Communications Workers of Am., 475 U.S. 643, 650, 106 S.Ct. 1415, 1419, 89 L.Ed.2d 648 (1986) (quoting Steelworkers v. Warrior & Gulf Navigation Co., 363 U.S. 574, 582-83, 80 S.Ct. 1347, 1353, 4 L.Ed.2d 1409 (1960)). In ruling on the arbitrability of a dispute, **a court should not decide the merits of the underlying claims**. *See* AT & T Tech., 475 U.S. at 649.

In a unanimous decision on January 8, 2019 in Henry Schein, Inc. v. Archer & White Sales, Inc., No. 17-1272, the US Supreme Court confirmed that the United States is a pro-arbitration jurisdiction that will honor parties' agreements to arbitrate. Specifically, where an arbitration clause clearly delegates the decision of arbitrability to the arbitrators, courts should have no say in the matter–even if they perceive the argument in favor of arbitration as "wholly groundless." This decision provides clarity for potential disputants and is in line with prior Court precedent prohibiting courts from reviewing the merits of a dispute when properly delegated to an arbitrator. We must interpret the Act as written, and the Act in turn requires that we interpret the contract as written. When the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless.

That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not "rule on the potential merits of the underlying" claim that is assigned by contract to an arbitrator, "even if it appears to the court to be frivolous." AT&T Technologies, Inc. v. Communications Workers, 475 U. S. 643, 649–650 (1986). A court has " 'no business weighing the merits

of the grievance' " because the " 'agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious.' " Id., at 650 (quoting Steelworkers v. American Mfg. Co., 363 U. S. 564, 568 (1960)).

The Scope of the Broad Arbitration Clause

Generally speaking, arbitration clauses are referred to as being "broad" or "narrow." Typically, broad arbitration clauses encompass all of the parties' disputes arising out of their agreement, whereas narrow clauses are intended to limit the disputes that are only specifically referred to arbitration. For instance, in Parfi Holding AB v. Mirror Image Internet, Inc., 817 A.2d 149 (Del. 2002), the parties agreed to arbitrate any dispute "arising out of or in connection with" their agreement, and like the case at bar. The Delaware Supreme Court held that the parties had "signaled an intent to arbitrate all possible claims that touch on the rights set forth in their contract." Language such as "all disputes arising out of the Commercial agreement are subject to arbitration" or "any dispute or controversy arising under this Commercial agreement shall be submitted to binding arbitration" is equally effective in evincing the parties' intent to submit all of their disputes to arbitration. *See*, e.g., Drafting Arbitration Provisions for LLC Agreements, D. GaHuso, ABA Business Law Today, Vol. 18, April 2009. The arbitration clause clearly indicated the party's intentions to 'arbitrate any and all disputes and/or controversy arising from the agreement and or related issues'.

As indicated in the presentments by the plaintiff's, mortgage insurance is a federal requirement for all conventional home loans as a result of the 1978-1980 Financial Crisis, whereby the Reagan administration with the help of the Republican Congress placed into law, the requirement for all conventional home loans to be back by mortgage insurance, and further back by a government guarantee. Such a program known as the SINGLE-FAMILY HOME GUARANTEE LOAN PROGRAM was instituted conferring upon each of these conventional home loans the backing of the full faith and credit of the United States government.

The contract incorporates the United States government as a party, and under the contract clause of the United States Constitution, the jurisdiction over such contracts rests with the United States Congress. We remind the court that the district court where the case was appealed is also a party to the contract and addendum along with the state of New York through the Atty. Gen. and through the judicial Council for the state of New York, as they were parties to the contract and addendum and have consented to the agreement that is binding and irrevocable respecting all parties to that agreement.

III. THE FEDERAL ARBITRATION ACT ("FAA")

As previously stated The Federal Arbitration Act (the "FAA" or the "Act") provides that written arbitration agreements are "valid, irrevocable and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2 (1999). **The main purpose of the Arbitration Act is "to overcome courts' refusals to enforce agreements to arbitrate."** Allied-Bruce, 513 U.S. at 270. In passing the FAA, Congress was "motivated first and foremost by a desire to change this [trend] … to enforce [arbitration] agreements into which parties had entered, and to place such agreements 'upon the same footing as other contracts.'" (Emphasis added citations omitted).

To fulfill the purpose of enforcing arbitration clauses more uniformly throughout the country, Congress established a broad principal of enforceability within the provisions of the FAA. Doctor's Assoc. V. Casarotto, 517 U.S. 681, 685 (quoting Southland Corp. v. Keating, 465 U.S. 1, 11 (1984)). The Supreme Court has determined that **"Congress would not have wanted state and federal courts to reach different outcomes about the validity of arbitration in similar cases."** Allied-Bruce, 513 U.S. at 72, *citing* Southland Corp., 465 U.S. at 15-16. Accordingly, the **"the Court also concluded that the Federal Arbitration Act preempts state law; and it held that state courts cannot apply state statutes that invalidate arbitration agreements."** Hence, the outcome should be the same in state and federal court, applying state or federal

statutes, which is precisely why we have used case law from the various states, and the various states Supreme Court as well as United States Supreme Court, because the arbitration laws throughout United States must be uniformed and the decisions rendered by the courts in reference to the arbitration laws must follow the same principles of uniformity.

THE CONCLUSION

For the reasons referenced above and as of the date of this filing, the parties (the respondents) to the conditional acceptance agreement/contract and addendum referenced in **Exhibits B1 - C** filed on the record and is hereby incorporated by reference in this case as evidence as the respondents are in default of both the Original agreement referenced above and the addendum to that agreement and plaintiff's respectfully present this motion to compel arbitration, to dismiss the claims and/or motions and or filings of the defendants as barred by estoppel principal and agreement, and to stay the plaintiff's claims as plaintiff's wishes to continue this proceeding in a court of original jurisdiction after the matter has been arbitrated by the chosen arbitrator/arbitration association as agreed by the parties. The plaintiff's request that this Court compel the arbitration of the dispute between plaintiff's and defendants. The parties entered into a valid, clear and unambiguous arbitration agreement requiring arbitration of claims concerning the action or inaction of any party to the agreement. A dispute has now arisen concerning defendants actions as a member and/or party to the agreement. As such, the arbitration provision in the agreement between the parties should be given its full force and effect and this case should proceed

through final and binding arbitration before the Arbitration Association agreed upon by the parties which is the **SAA (Sitcomm Arbitration Associaton)** as referenced above.

This lawsuit should be stayed pending binding arbitration. New York law (as articulated by both the New York Legislature and the New York Supreme Court), as well as the Federal Arbitration Act, uniformly hold that the arbitrability of disputes agreed upon in a written Contract or Agreement must be enforced. Moreover, New York law consistently enforces the clear and unambiguous language of contracts, particularly broad arbitration provisions such as that presented here. In this case, the clear and unambiguous contractual provision requires arbitration of "any disputes and/or controversies" arising out of or related to the Commercial Agreement. Pursuant to both the New York Arbitration Act and the Federal Arbitration Act, this dispute should immediately be submitted to binding arbitration and this litigation stayed in the interim.

DATED this 2st day of April, 2019

RESPECTFULLY PRESENTED,

"Without Prejudice"

_____ **non assumpsit** Date_____

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Mario E. Castro, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained
U.C.C. 1-207/1-308, 1.103.6
c/o 419 West Hills Road, Melville, New York 11747
Ph. 917-513-7741

Memorandum Table and Authorities:

Legal Standard

Any presentments of case laws referenced in this Presentment and Memorandum that include other states case laws are to be uniformly construed and recognized in this state in reference to the information/statement facts, conclusions or otherwise and are incorporated by reference in this case as the Plaintiff hereby exercises his right to invoke the **"Full Faith and Credit Clause," Article IV Section 1** of the **U.S. Constitution** to which the Judges of this court have given an oath to uphold. Federal Arbitration Act (FAA) vs. New York's Civil Practice Law and Rules (CPLR) Petitioner has filed its motion to compel arbitration pursuant to the FAA. If a party to an arbitration agreement files a case in the district court that is covered by the agreement to arbitrate, the FAA permits the aggrieved party to file a motion to compel arbitration pursuant to their agreement. *See* 9 U.S.C. § 4.

A dispute between the parties as to whether the claims are arbitrable in the first place (i.e. the arbitrability question) is governed by the FAA or the CPLR. The statutory language of the FAA provides that it applies to a "contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction." 9 U.S.C. § 2. The language "involving commerce" in the FAA has been interpreted to mean "the functional equivalent of the more familiar term 'affecting commerce'-words of art that ordinarily signal the broadest permissible exercise of Congress' Commerce Clause power." *Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 56, 123 S. Ct. 2037, 2040, 156 L. Ed. 2d 46 (2003) (citing *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 273-74, 115 S.Ct. 834, 130 L.Ed.2d 753 (1995)). Therefore, absent a clear and unmistakable designated intent that nonfederal arbitrability law applies, "federal law governs the arbitrability question by default because the Agreement is covered by the FAA." *Brennan v. Opus Bank*, 796 F.3d 1125, 1129 (9th Cir. 2015) (citing *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 626, 105 S.Ct. 3346, 87 L.Ed.2d 444 (1985); *Cape Flattery Ltd. v. Titan Maritime*, 647 F.3d 914, 921 (9th Cir. 2011)).

"Generally, in deciding whether to compel arbitration, a court must determine two 'gateway' issues: (1) whether there is an agreement to arbitrate between the parties; and (2) whether the agreement covers the dispute." Brennan, 796 F.3d at 1130 (citing *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 84, 123 S.Ct. 588, 154 L.Ed.2d 491 (2002)). The party moving to compel arbitration bears the burden of demonstrating that these two elements are satisfied. *Ashbey v. Archstone Prop. Mgmt., Inc.*, 785 F.3d 1320, 1323 (9th Cir. 2015) (citing *Cox v. Ocean View Hotel Corp.*, 533 F.3d 1114, 1119 (9th Cir. 2008)). Agreements to arbitrate may be invalidated by generally applicable contract defenses, such as fraud, duress, or unconscionability. *See* 9 U.S.C. § 2. *See also Concepcion*, 563 U.S. at 339, 131 S. Ct. at 1746.

Arbitration is a creation of contract, and a court will not grant a motion to compel arbitration unless it finds that there is a "clear agreement" to arbitrate. *Davis v. Nordstrom, Inc.*, 755 F.3d 1089, 1092-93 (9th Cir. 2014) (citations omitted). "When determining whether a valid contract to arbitrate exists, we apply ordinary state law principles that govern contract formation." *Id.* at 1093 (citing *Ferguson v. Countrywide Credit Indus., Inc.*, 298 F.3d 778, 782 (9th Cir. 2002)). "In New York, a 'clear agreement' to arbitrate may be either express or implied in fact." "A party's acceptance of an agreement to arbitrate may be express, as where a party signs the agreement." Acceptance of an agreement to arbitrate is implied-in-fact where the conduct of the contracting parties suggests such acceptance. *See J. Patton WEBB, Respondent v. FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANDERSON, Appellant.[*] 1312, also See Craig v. Brown & Root, Inc.*, 84 Cal. App. 4th 416, 420, 100 Cal. Rptr. 2d 818, 820 (2000) (employee's continued employment constitutes her acceptance of an agreement proposed by her employer).

In resolving a motion to compel arbitration, the court applies a standard similar to that of a motion for summary judgment brought pursuant to Rule 56 of the Federal Rules of Civil Procedure. *See Smith v. H.F.D. No. 55, Inc.*, No. 2:15cv1293-KJM-KJN, **2016 WL 881134, at *4** (E.D. Cal. Mar. 8, 2016) (citations omitted). "The party opposing arbitration receives the benefit of any reasonable doubts and the court draws reasonable inferences in that party's favor, and only when the arbitration agreement's existence and applicability may the court compel

arbitration." *Smith*, **2016 WL 881134, at *4** (citing *Three Valleys Mun. Water Dist. v. E.F. Hutton & Co.*, 925 F.2d 1136, 1141 (9th Cir. 1991)).

The FAA does not require that the absence of any factual dispute. *See Hanon v. Dataproducts Corp.*, 976 F.2d 497, 500 (9th Cir. 1992). Rather, there must be no *genuine* issue of *material* fact. *Id.* (emphasis as in original) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S.Ct. 2505, 2510 (1986)). "A material fact is genuine if 'the evidence is such that a reasonable jury could return a verdict for the nonmoving party.' " *Id.* (quoting *Anderson*, 477 U.S. at 248, 106 S.Ct. at 2510). "Conversely, '[w]here the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, there is no 'genuine issue for trial.' " *Id.* (quoting *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587, 106 S.Ct. 1348, 1356, 89 L.Ed.2d 538 (1986)).

The Court looks to the four corners of the Agreement to Arbitrate Disputes to determine whether the parties clearly and unmistakably designated intent for non-federal arbitrability law to apply. *See SUPREME COURT OF THE UNITED STATES RENT-A-CENTER, WEST, INC., PETITIONER v. ANTONIO JACKSON (June 21, 2010) also see Gerdlund v. Elec. Dispensers Int'l*, 190 Cal. App. 3d 263, 270, 235 Cal. Rptr. 279, 282 (Ct. App. 1987) ("The parol evidence rule generally prohibits the introduction of any extrinsic evidence to vary or contradict the terms of an integrated written instrument."). That agreement states that New York law is to be applied by the arbitrator to disputes that are subject to arbitration, federal law must be applied here by default to determine arbitrability. *See, e.g., Cape Flattery*, 647 F.3d at 921.

Effect of Federal Arbitration Act

Where the FAA is applicable, as it is here, the U.S. Court of Appeals for the Ninth Circuit has summarized its impact on interpretation and enforcement of arbitration agreements as follows:

The Federal Arbitration Act (FAA) requires courts to "place arbitration agreements on an equal footing with other contracts, and enforce them according to their terms." *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339, 131 S.Ct. 1740, 179 L.Ed.2d 742 (2011) (internal citation omitted). Section 2 of the FAA makes agreements to arbitrate "valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. The final clause of § 2, generally referred to as the savings clause, "permits agreements to arbitrate to be invalidated by 'generally applicable contract defenses, such as fraud, duress, or unconscionability,' but not by defenses that apply only to arbitration or that derive their meaning from the fact that an agreement to arbitrate is at issue." *Concepcion*, 563 U.S. at 339, 131 S.Ct. 1740(quoting *Doctor's Assocs., Inc. v. Casarotto*, 517 U.S. 681, 687, 116 S.Ct. 1652, 134 L.Ed.2d 902 (1996)). "Any doubts about the scope of arbitrable issues, including applicable contract defenses, are to be resolved in favor of arbitration." *Tompkins v. 23andMe, Inc.*, **840 F.3d 1016,1022** (9th Cir. 2016).

Section 2 of the FAA preempts state statutes and state common

law principles that "undercut the enforceability of arbitration agreements," unless the savings clause applies. *Southland Corp. v. Keating*, 465 U.S. 1, 16, 104 S.Ct. 852, 79 L.Ed.2d 1 (1984); *see also Concepcion*, 563 U.S. at 343-44, 131 S.Ct. 1740; *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425, 432 (9th Cir. 2015). In other words, a court cannot enforce state laws that apply to agreements to arbitrate but not to contracts more generally. *See Mortensen v. Bresnan Commc'ns, LLC*, 722 F.3d 1151, 1159 (9th Cir. 2013) ("Any general state-law contract defense ... that has a disproportionate effect on arbitration is displaced by the FAA.").

1. POUBLON V. C.H. ROBINSON CO.

   UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT, 03 Feb 2017

2. TILLMAN V. TILLMAN

   United States Court of Appeals, Ninth Circuit, 15 Jun 2016

3. SAKKAB V. LUXOTTICA RETAIL N. AM., INC.

   United States Court of Appeals, Ninth Circuit, 28 Sep 2015

4. BRENNAN V. OPUS BANK, CORP.

   United States Court of Appeals, Ninth Circuit, 11 Aug 2015

5. ASHBEY V. ARCHSTONE PROP. MGMT., INC.

   United States Court of Appeals, Ninth Circuit, 12 May 2015

6. WILKERSON V. WHEELER

   United States Court of Appeals, Ninth Circuit, 18 Nov 2014

7. ISKANIAN V. CLS TRANSP. L. A., LLC

   Supreme Court of California, 23 Jun 2014

8. JOHNMOHAMMADI V. BLOOMINGDALE'S, INC.

   United States Court of Appeals, Ninth Circuit, 23 Jun 2014

9. DAVIS V. NORDSTROM, INC.

   United States Court of Appeals, Ninth Circuit, 23 Jun 2014

10. MORTENSEN V. BRESNAN COMMC'NS, LLC

    United States Court of Appeals, Ninth Circuit, 15 Jul 2013

11. PINNACLE MUSEUM TOWER ASS'N V. PINNACLE MKT. DEV. (US), LLC

    Supreme Court of California, 16 Aug 2012

12. CAPE FLATTERY LTD. V. TITAN MARITIME, LLC

    United States Court of Appeals, Ninth Circuit, 26 Jul 2011

13. ATT MOBILITY LLC V. CONCEPCION, 09-893 (U.S. 4-27-2011)

    U.S. Supreme Court, 27 Apr 2011

14. COX V. OCEAN

    United States Court of Appeals, Ninth Circuit, 23 Jul 2008

15. LIFESCAN, INC. V. PREMIER DIABETIC SERVS

    United States Court of Appeals, Ninth Circuit, 13 Apr 2004

16. CITIZENS BANK V. ALAFABCO, INC

    U.S. Supreme Court, 02 Jun 2003

17. HOWSAM V. DEAN WITTER REYNOLDS, INC

    U.S. Supreme Court, 10 Dec 2002

18. FERGUSON V. COUNTRYWIDE CREDIT INDUSTRIES

United States Court of Appeals, Ninth Circuit, 23 Jul 2002

19. CRAIG V. BROWN ROOT INC

Court of Appeal of California, Second District, Division One., 26 Oct 2000

20. DOCTOR'S ASSOCIATES, INC. V. CASAROTTO

U.S. Supreme Court, 20 May 1996

21. ALLIED-BRUCE TERMINIX COS. V. DOBSON

U.S. Supreme Court, 18 Jan 1995

22. HANON V. DATAPRODUCTS CORP

United States Court of Appeals, Ninth Circuit, 28 Sep 1992

23. THREE VALLEYS MUN. WATER DIST V. E. F. HUTTON

United States Court of Appeals, Ninth Circuit, 05 Feb 1991

24. BAXTER V. SULLIVAN

United States Court of Appeals, Ninth Circuit, 23 Jan 1991

25. SPARLING V. HOFFMAN CONST. CO., INC

United States Court of Appeals, Ninth Circuit, 21 Dec 1988

26. GERDLUND V. ELECTRONIC DISPENSERS INTERNATIONAL

Court of Appeal of California, Sixth District, 16 Mar 1987

27. ANDERSON V. LIBERTY LOBBY, INC

U.S. Supreme Court, 25 Jun 1986

28. MATSUSHITA ELEC. INDUSTRIAL CO. V. ZENITH RADIO

U.S. Supreme Court, 26 Mar 1986

29. MITSUBISHI MOTORS V. SOLER CHRYSLER-PLYMOUTH

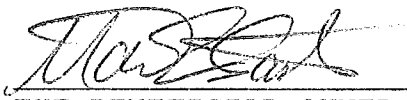
U.S. Supreme Court, 02 Jul 1985

30. SOUTHLAND CORP. V. KEATING

U.S. Supreme Court, 23 Jan 1984

RESPECTFULLY PRESENTED,

"Without Prejudice"



non assumpsit Date 4/2/19

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Mario E. Castro, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained
U.C.C. 1-207/1-308, 1.103.6
c/o 419 West Hills Road, Melville, New York 11747
Ph. 917-513-7741

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the **PRESENTMENT** reference above including **"EXHIBITS B1 - D"** have been electronically mailed to all parties on the service list via the **UNITED STATES POST OFFICE** by the **UNITED STATES POSTAL SERVICE via First Class Postage Prepaid.**

RESPECTFULLY PRESENTED,

Addressed to:

AKERMAN LLP (Attorneys for Defendants)
Attention: Joseph M. DeFazio / Natsayi Mawere
666 FIFTH AVENUE, 20TH FLOOR
NEW YORK, NEW YORK, 10103
Certified Mail No.: 7017 2680 0000488 5594 via USPS

"Without Prejudice"

non assumpsit Date 4/2/19
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U.S. Supreme Court, 18 Jan 1995

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United States Court of Appeals, Ninth Circuit, 28 Sep 1992

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U.S. Supreme Court, 26 Mar 1986

29. MITSUBISHI MOTORS V. SOLER CHRYSLER-PLYMOUTH

U.S. Supreme Court, 02 Jul 1985

30. SOUTHLAND CORP. V. KEATING

U.S. Supreme Court, 23 Jan 1984

RESPECTFULLY PRESENTED,

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non assumpsit Date 4/2/19

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RESPECTFULLY PRESENTED,

Addressed to:

AKERMAN LLP (Attorneys for Defendants)
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Certified Mail No.: 7017 2680 0000488 5594 via USPS

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c/o 419 West Hills Road, Melville, New York 11747
Ph. 917-513-7741

Exhibits – B1,B2, C, and D

Submitted 4/3/2019

Exhibit - B, /B2

Detailed Schedule of Exhibits:

Exhibits

1. True and correct copy of Original Conditional Acceptance Agreement/Contract No.: **2019-01091221MMLJC-WBF4UJCSM-U12389911© (12Pages);** . B1
2. True and correct copy of Original Addendum to Agreement/contract, I.D. No.: **2019-0211M1221MMLJC-WBF4UJCSM-ADDEN1© (12 pages).** . B2

25 pages total including this cover sheet

Conditional Acceptance for the Value/Agreement/Counter Offer to Acceptance of Offer

SHOW OF CAUSE PROOF OF CLAIM DEMAND
SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE
by the UNITED STATES POST OFFICE via First Class Postage Prepaid

Contract # 2019-01091221MMLJC-WBF4UJCSM–U123899811©

PARTIES:
(RESPONDENTS/OFFEREE:)

To: THE BANK OF NEW YORK MELLON
Attention: Charles W. Scharf, Chair and CEO of
BANK OF NEW YORK MELLON
24 Greenwich Street, N.Y., New York 10286
Account No.: 0578156729 and **0126376016 ***
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0602

To: THE BANK OF NEW YORK MELLON
c/o AKERMAN LLP ATTENTION : Natsayi Mawere, Joseph DeFazio
666 Fifth Avenue 20th Fl.,
New York, N.Y., 10103
Account No. 0578156729
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0619

To: SHELLPOINT MORTGAGE SERVICING
c/o Jack Navarro (CEO)
Po Box 10826 Greenville, S.C.
29603-0826
Account No.: 0578156729
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0626

To: REAL TIME SOLUTIONS.
Attention: Eric C. Green(CEO)
1349 Empire Central Drive Dallas, T.X. 75247
Account No: 0126376016 *
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0633

UNITED STATES OF AMERICA
c/o U.S. Department of Justice
Address: 950 Pennsylvania Avenue, NW Washington, DC 20530-0001
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0640

To: the United States Supreme Court
Address: 1 First St NE, Washington, DC 20543
CERTIFIED MAIL NUMBER: 7018 0360 0001 0340 6057

To: The NEW YORK STATE Supreme Court
Honorable Chief Judge Janet DiFiore
Address: 25 Beaver Street, New York, N.Y. 12207
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0664

To: The United States Department of Agriculture
Fiscal Service, Director, Finance Office
Address: 1400 Independence Avenue, SW, Washington, DC 20250
CORTIFIED MAIL NUMBER: 7018 0680 0002 3047 0671

To: State of NEW YORK Attorney General's Office
Attorney General: Letitia James
Address: Office of The Attorney General
The Capitol, Albany , N.Y. 12224-0341
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0688

To: Department of the Treasury
Bureau of The Fiscal Service
Address: 3201 Pennsy Drive, Building E, Landover, MD 20785
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0695

To: Federal Reserve
Board of Governors of the Federal Reserve System
Address: 20th Street and Constitution Avenue N.W., Washington, DC 20551
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0701

To: The United States District Court
Eastern District Division of New York
Address: 100 Federal Plaza, Central Islip, N.Y., 11722
Case No.(s): 2:17 CV-04375
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0718

(CLAIMANTS/OFFEROR:)

From: Mario E. Castro and Magdalena Dumancela Castro
Address: 419 West Hills Rd, Melville , N.Y. 11747

January 9, 2019

To the Holder in Due Course and/or agent and/or representative,

I Mario E. Castro and associates have received your offer and accept your offer under the following terms and conditions-

That you provide the following proof of claim, your failure to provide proof of claim, and to accept payment for credit on account shall constitute a breach of this binding self-executing irrevocable contractual agreement coupled with interest and subject the breaching party to fines, penalties, fees, taxes and other assessments.

10251. PROOF OF CLAIM, the legal status of these "un/non-constitutional legislative entities" operating/functioning as sources of authority for these so-called "Revised Codes/Statutes"; and specifically the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not that of a corporation/quasi corporation; which, is also created by statute. [See: 73 C.J.S., Public Administrative Law and Procedures, § 10, p. 372, citing: Parker v. Unemployment Compensation Commission, 214 S.W. 2d 529, 358 Mo. 365, which States: "The powers granted to an administrative body may be such as to establish it as a legal entity, and, although not expressly

declared to be a corporation, it may be considered a public quasi corporation."; Texas & Pacific Railway v. InterState Commerce Commission, 162 U.S. 197 (1895), which States: "The InterState Commerce Commission is a body corporate, with legal capacity to be a party plaintiff or defendant in the Federal courts."; 2 Am.Jur.2d, Administrative Law, § 32, p.56, which States: "Some administrative agencies are corporate bodies with legal capacity to sue and be sued."].

I. SHOW OF CAUSE PROOF OF CLAIM DEMAND

10252. PROOF OF CLAIM, that the Legislative Reference Bureau, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative "agency' with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly, and to prepare for "adoption" by the General Assembly, "Codes" by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the United States Code, is not operating/functioning as a "un/non-constitutional legislative entity"; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an "administrative law agency" administering the corporate affairs and public of that which created it by statute.

10253. PROOF OF CLAIM, these alleged statute(s)/law(s) of this "un/non-constitutional legislative entity"; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate "administrative law agency" are not by nature akin private "by-laws" of a "corporation" for the administration of its internal Government and public; and, are binding and of force or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto; and therewith, living, breathing, flesh-and-blood man, i.e. a natural person/man; and, as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.

10254. PROOF OF CLAIM, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a "un/non-constitutional Congressional entity" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these "un/non-constitutional legislative entities"; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a "un/non-constitutional" issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the Holder in due Course any affidavits in support thereof; and specifically within the above referenced alleged Loan/Debt/Security Instrument, unless said presumption of a contract is rebutted?

a. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-

"Federal Reserve notes are not redeemable, and receive no backing by anything this has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

An official website of the United States Government

An official website of the United States Government

U.S. DEPARTMENT OF THE TREASURY

https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx
the Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.

10255. PROOF OF CLAIM, that the original lender did not lend "bookkeeping entry credit" in the form of a loan, and failed to provide such notification and clear, unambiguous, conspicuous language/terminology that any reasonable man or woman would understand? "intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan". Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008). EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692

10256. PROOF OF CLAIM- That the banking Holiday proclaimed by Pres. Roosevelt under proclamation 2039 prohibiting any during the course of such emergency to include but not be limited to deposits, credits, receipts, withdrawals within and between banking institutions has been suspended, declared over, abolished, repealed?

10257. PROOF OF CLAIM- That the government loan represented by this account is not backed by the full faith and credit of the United States government?

10258. PROOF OF CLAIM- That the government loan represented by this account is not secured by mortgage insurance, and that the holder in due course is the beneficiary of that mortgage insurance? That the mortgage insurance is in place should the borrower default?

10259. PROOF OF CLAIM- That the Loan associated with the debt is classified as a personal loan and not a home loan? And that if it were to be classified as a home loan the original lender would be responsible for capital gains taxes? That the Home is purchased not from a bank but a Private home Owner?

10260. PROOF OF CLAIM- That the property securing the loan (an unsecured loan), has been fully paid as a result of the treasury program and/or other government program respecting or associated with such loans (PROGRAMS LIKE THE SINGLE-FAMILY HOME LOAN GUARANTEE PROGRAM)?

10261. PROOF OF CLAIM- That issuing the loan in the form of "BOOKKEEPING ENTRY CREDIT" was deceptive, intentional, and a deliberate attempt to conceal pertinent information regarding the origination of the loan and the matrix associated thereto?

10262. PROOF OF CLAIM- That tax credits and/or a charge off whereby the government has issued credits respecting the associated loan/debt has not been applied to the borrower's side of the ledger indicating the adjustment in balance?

10263. PROOF OF CLAIM- That the Uniform Nonjudicial Foreclosure Act, The Uniform Home Foreclosure Procedure Act, the Administrative Procedures Act, do not recognize arbitration as an alternative dispute resolution remedy?

10264. PROOF OF CLAIM- That the associated loan has not been satisfied as outlined in the Uniform Satisfaction of Mortgage Act?

10265. PROOF OF CLAIM- That the borrower is entitled to a full and complete accounting, as you and/or your associated organizations are the keepers of record, the custodians of record, and or to supply a full and complete accounting of the record upon demand? Please note that demand is hereby made for a complete comprehensive accounting of this account, and the same deadline for furnishing a

response to this presentment is the exact same deadline for furnishing the accounting as/is demanded!

10266. PROOF OF CLAIM- That your organization nor the original lender ever intended on limiting lawful money as required in law, regulated by Congress and prescribed by the Constitution of the United States of America?

10267. PROOF OF CLAIM- That there is no lawful statute and/or Constitution delegation of authority authorizing your institution in creating "BOOKKEEPING ENTRY CREDIT", as a form of acceptable currency within the United States?

10268. PROOF OF CLAIM- That all property in the United States is owned by the state by virtue of government?

10269. PROOF OF CLAIM- That the following statement and/or record of Congress remains extant?

"Mr. Speaker, we are here now in chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any Bankrupt entity in world history, the U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise." [Rep. James Traficant, Jr. (Ohio) addressing the House, Congressional Record, March 17, 1993, Vol. 33, page H-1303]

10270. PROOF OF CLAIM- That as a banking Institution the Borrower may utilize Bookkeeping Entry Credit as a form of acceptable currency as it was the initiating currency of issuance-

Now, Therefore I, Franklin D. Roosevelt, President of the United States of America, *in view of such national emergency and by virtue of the authority vested in me by said Act* ... do hereby proclaim, order, direct and declare that ... there shall be maintained and observed by all banking institutions and all branches thereof located in the United States of America, including the territories and insular possessions, a bank holiday, and that during said period all banking transactions shall be suspended. During such holiday ... no such banking institution or branch shall ... permit the withdrawal or transfer in any manner or by any device whatsoever, of any ... currency ... nor shall any such banking institution or branch pay out deposits, make loans or discounts ... transfer credits ... or transact any other banking business whatsoever.

During such holiday, the Secretary of the Treasury, with the approval of the President and under such regulations as he may prescribe, is authorized and empowered (a) to permit any or all of such banking institutions to perform any or all of the usual banking functions, (b) to direct, require or permit the issuance of clearing house certificates or other evidences of claims against assets of banking institutions, and (c) to authorize and direct the creation in such banking institutions of special trust accounts for the receipt of new deposits which shall be subject to withdrawal on demand without any restriction or limitation and shall be kept separately in cash or on deposit in Federal Reserve Banks or invested in obligations of the United States.

As used in this order the term "banking institutions" shall include all Federal Reserve Banks, national banking associations, banks, trust companies, savings banks, building and loan associations, credit unions, or other corporations, partnerships, associations or persons, engaged in the business of receiving deposits, making loans, discounting business paper, or transacting any other form of banking business

· Proclamation 2039—Declaring Bank Holiday March 9, 1933; Public Papers and Addresses of Franklin D. Roosevelt declared Law By the General Assembly US Congress March 9, 1933 and the Act associated by the same name.

10271. PROOF OF CLAIM- That the loan and the Associated Debt is an Obligations of the UNITED STATES as defined in statute-

September 14, 1976." The Senate Special Committee had found that President Roosevelt's 1933 proclamation of a national emergency were still extant. See: SENATE SPECIAL COMMITTEE ON NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, FINAL REPORT: NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, S. Rept. No. 94-922, 94th Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1255; 50 U.S.C. 1601 et seq.

10272. PROOF OF CLAIM- That *"The ownership of all property is NOT in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere user; and THAT use must be in accordance with law and subordinate to the necessities of the state."* **Senate Document No. 43, 73rd Congress, 1st Session;**

10273. PROOF OF CLAIM- That *"**Under the new law** the money is issued to the banks in return for government obligations... **The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. THAT IT represents a mortgage on all the homes, and ... all the people of the nation." Congressional Record, March 9, 1933 on HR 1491 p. 83.***

10274. PROOF OF CLAIM- That it has been *"**Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to an obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public or private debts . . ." The GOLD Abrogation Act of June 5th, 1933***

10275. PROOF OF CLAIM- That *"Since March 9, 1933, the United States has been in a state of declared national emergency." "These proclamations give force to 470 provisions of federal law. These hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process."* **Senate Report 93-549**, July 24, 1973

10276. PROOF OF CLAIM- That the following is the current and is the current understanding:

> *[Mr. McPhadin] "... The first section of the bill, as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."*
>
> *[Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and **not for Federal Reserve notes**; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."*
>
> *[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and **not Federal Reserve notes**. Is that true?"*
>
> [Stiggle] "Insofar as the provisions of this section are concerned, yes."
>
> *"[Mr. Britain] From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the mount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"*
>
> *[McPhadin] "Yes, I think that is correct."???*

the Congressional Record during the debate over the Emergency Banking Act of 1933.

10277. PROOF OF CLAIM- That the amendment of § 5(b) provided that the Act can only be invoked "(d)uring the time of war." The elimination of the exclusion made clear that any and all emergency powers that might have previously been available pursuant to a national emergency declared under § 5(b) Congress did not formally terminate the one declared by President Roosevelt (apparently believing that only the President could do so). And so, 50 U.S.C. App. 5(b); 12 U.S.C. 95a. In amending TWEA, Congress did provide for the continuation of the emergency and of any economic sanctions that were the result of a Presidential declaration of national emergency that were in effect

on July 1, 1977, subject to automatic termination unless they were renewed annually. This provision allowed the continuation of the National Bankruptcy and the National Banking Holiday, as well as the sanctions on regimes like Cuba, North Korea, China, and North Vietnam to continue without the President having to declare a new national emergency under IEEPA. See 50 U.S.C.A. App. 5, note.

10278. PROOF OF CLAIM- That as first adopted in 1976, the National Emergencies Act excluded from its purview Section 5(b) of the Trading with the Enemy Act. As noted above, the law under which President Roosevelt issued the declaration of national emergency with respect to the National bankruptcy was never cancelled. With the Cold War sections under that act had also been used by the executive branch as the legal basis for imposing economic sanctions on the communist nations of North Korea, Cuba, China, and North Vietnam; and the National Emergencies Act had been terminated, there would have been no other legal basis for continuing the sanctions against those countries, accept to enact a set of new specific laws, Congress chose not to consider. As a consequence, the State Department asked that Section 5(b) be excluded from the National Emergencies Act until other legislation providing a basis for the continuation of economic sanctions against those countries could be enacted. Is this not the case?

10279. PROOF OF CLAIM- That *"Whenever in the judgment of the Secretary of the Treasury such action is necessary to protect the currency system of the United State, the Secretary of the Treasury, in his discretion, may regulate any or all individuals... Whoever shall not comply with the provisions of this act shall be fined not more than $10,000 or if a natural person, may in addition to such fine may be imprisoned for a year, not exceeding ten years." [Stat 48, Section 1, Title 1, Subsection N, March 9, 1933]; that it is under discretion and the direct supervision of the United States treasury that the banking institutions are utilizing "bookkeeping entry credit", and because the law defines a "banking institution" as one who engages in the business of banking i.e. banking business, during this current national banking emergency defined in law as bankruptcy, such "bookkeeping entry credit utilization" is construed as currency of the United States, and may be utilized for the payment and/or repayment of a loan instituted and or issued in the same species, is this not so?*

10280. PROOF OF CLAIM, that you notify the undersigned and/or the undersigned's representative of your attempt to deceive them, and that they knowingly and intentionally agreed to such deception, for instance, if this matter involve the lending of credit, and/or a mortgage loan, proof that you provided the borrower with evidence as to the origination of the loan, and the species of currency utilized in the origination of the loan?

10281. PROOF OF CLAIM, that you have provided and/or will provide to the undersigned a copy of the original contract in its current state, without alterations and or amendments, for we know that any alteration and/or amendment on a contract has to be done in the presence of the other party with the approval of the other party, and that if you have provided a copy prior to the issuance of this document please provide proof and the date upon which such was done, and if you have not provided a copy please provide a copy with your response, and failure to do so would be constituted as a refusal on your part and a breach of this agreement invoking the tacit acquiescence and your forfeiture and waiver of all rights and full consent to every provision of the agreement and the penalties and assessment and fees associated therewith.

10282. PROOF OF CLAIM, that you provide a list of all of your subsidiaries, EIN numbers and the like, plus a copy of your COMPREHENSIVE ANNUAL FINANCIAL REPORT for the past 10 years inclusive of notes, ledgers, references, with term definitions within the next 14 calendar days, as the custodian of record for this account, you are to highlight the Association of this account within those records, failure to do so will invoke the default principles of this agreement and your full and complete consent with all of the terms and conditions as well as penalties associated thereto, hereto, therewith.

10283. PROOF OF CLAIM, that you will not attempt to circumvent the process after default, or after your consent and approval and agreement to this presentment, and that you agree that any attempt to circumvent the process shall invoke and cause to be placed in full affect the treble damage provision of this agreement plus, penalties, fines, assessment, fees.

10284. PROOF OF CLAIM, that you agree that if you should in any way attempt to evade, and or provide a general response, and or refuse to respond, and or refuse to provide the evidence and information and/or documents and/or records demanded, that you are guilty of fraud, deception, racketeering, and you will not object to your full prosecution as an organization with the co-conspirators mainly

your Board of Directors if you are a corporation, with a minimum jail time of five years day for day and a maximum not to exceed that of 65% of a proscribed law. And that such failure and/or refusal on your part shall constitute your binding and willful consent to the relinquishing of the total value of the claim of this agreement, payable on demand with your waiver to a defense, and or a trial, and or hearing, and or notice, and or presentment, and or right to review and or right to appeal and or right to object!

II. CAVEAT

10285. Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent('s) 'official response' to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim by Respondent('s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

10286. Therefore, as the Undersigned is not a signatory; NOR a party, to your "social compact" (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby; and therein, bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal's/unit's decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to dismiss. And as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it's "corporate business commercial transacting capacity", are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter. That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement is **$1,275,000 (ONE MILLION TWO HUNDERED SEVENTY FIVE THOUSAND DOLLARS)**, the amount demanded is..$1,275,000). The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned's confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, "What is the Undersigned's remedy?"

10287. **THEREFORE**, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged ***CIVIL/COMMERCIAL/Cause*** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter ali, all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.

10288. The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party and or their representative as stipulated and

attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. al; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed "good faith" on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days, of which there will be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s) on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent's (s') part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

10289. Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

III. ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW

10290. **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

10291. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for

10291. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. **2019-01091221MMLJC-WBF4UJCSM–U123899811©** constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10292. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent('s) by invoice. Per Respondent('s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

10293. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent's (s') fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's(s') fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's(s') consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged ***Commercial/Civil/Cause*** is VOID AB INITIO for want of subject-matter

statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged ***Commercial/Civil/Cause*** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged ***Commercial/Civil/Cause*** within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

10294. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged ***Commercial/Civil/Cause*** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

IV. NOTICE OF COMMON-LAW ARBITRATION:

10295. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, of NEW YORK and or Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged ***Commercial/Civil/Cause*** for the SOLE purpose to correct said record and comply with Respondent's(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

10296. **NOTICE:** That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business" *Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyds List Rep 104

- "internationally accepted principles of law governing contractual relations"[*Deutsche Schachtbau v R'As al-Khaimah National Oil Co* [1990] 1 AC 295]

- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.[For example, see *Heyman v Darwins Ltd.* [1942] AC 356]
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." ***AISI v US***, 568 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)
- "....their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) ***FRC v G.E.*** 281 US 464; ***Keller v PE***, 261 US 428.
- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administrating or enforcing statutes do not act judicially, but, merely administerially." ***Thompson v Smith***. 155 Va. 376. 154 SE 583, 71 ALR 604.
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." Endicott v Perkins, 317 US 501
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." ***Hurtado v. California*** (1884) 110 US 515 (1984).
- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

10297. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.

10298. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

10299. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

V. NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

10300. NOTICE: In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter.

with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter.

10301. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!

10302. NOTICE: All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever's, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

10303. NOTICE: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned's appreciations and thanks for Respondent's(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise. But shall remain as a direct objection to any and all claims to the contrary.

Sincerely,

Without Recourse

Mario E. Castro a Natural Man

Magdalena Dumancela Castro a Natural Woman

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ADDENDUM TO AGREEMENT/CONTRACT - (In the form of the Original Agreement/Contract)
Date of Addendum: February 13, 2019
Conditional Acceptance for the Value/Agreement/Counter Offer to Acceptance of Offer

SHOW OF CAUSE PROOF OF CLAIM DEMAND
SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE
by the UNITED STATES POST OFFICE via First Class Postage Prepaid

Contract # 2019-01091221MMLJC-WBF4UJCSM–U123899811©

PARTIES:
(RESPONDENTS/OFFEREE:)

To: THE BANK OF NEW YORK MELLON
Attention: Charles W. Scharf, Chair and CEO of
BANK OF NEW YORK MELLON
24 Greenwich Street, N.Y., New York 10286
Account No.: 0578156729 and 0126376016 *
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0725

To: SHELLPOINT MORTGAGE SERVICING and or/their
Successor and assigns
c/o Jack Navarro (CEO)
Po Box 10826 Greenville, S.C. 29603-0826
Account No.: 0578156729 *
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0749

Bank of America (merged with Countrywide FSB)
c/o: Bank of America Corporation - att: Brian Moynihan (CEO)
100 N. Tyron Street, Charlotte, North Carolina 28255
Account# 126376008/ Account# 1263760016
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0992

United State of America
UNITED STATES ATTORNEY GENERAL at U.S. Department of Justice
Address: 950 Pennsylvania Avenue, NW Washington, DC 20530-0001
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0817

To: The NEW YORK STATE Supreme Court
Honorable Chief Judge Janet DiFiore
Address: 230 Park Ave, suite 826 New York, N.Y. 12207
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0831

Office of the NY State Comptroller
Att: Thomas P. DiNapoli - NYS Comptroller
59 Maiden Ln #31, New York, N.Y. 10038
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0855

To: State of NEW YORK Attorney General's Office
Attorney General: Letitia James
Address: Office of The Attorney General
The Capitol, Albany , N.Y. 12224-0341
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 1012

To: The United States House of Representatives
New York State Congressman - Thomas Suozzi 3rd District
478 A Park Ave, Huntington, N.Y. 11743
CERTIFIED MAIL NUMBER: 7018 0680 0002 0954

To: THE BANK OF NEW YORK MELLON
c/o AKERMAN LLP ATTENTION : Natsayi Mawere, Joseph DeFazio
666 Fifth Avenue 20th Fl., New York, N.Y., 10103
Account No. 0578156729
CERTIFIED MAIL NUMBER:7018 0680 0002 3047 0732

To: *REAL TIME SOLUTIONS*
Attention: Eric C. Green(CEO)
1349 Empire Central Drive, Dallas, T.X. 75247
Account No:0126376016
CERTIFIED MAIL NUMBER
7018 0680 0002 3047 0756

The Treasurer of The United States
Office of The Treasurer and or their assigns
1500 Pennsylvania Ave. NW Room 2134
Washington, District of Colombia 20220
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0794

To: the United States Supreme Court
chief Justice John Glover Roberts Jr.
Address: 1 First St NE, Washington, DC 20543
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0824

To: The United States Department of Agriculture
Fiscal Service, Director, Finance Office
Address: 1400 Independence Avenue, SW, Washington, DC 20250
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0848

The Governor of The State of New York
Honorable Andrew M. Cuomo Governor of New York State
NYS State Capitol Building, Albany, N.Y. 12224
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0879

To: New York State Assembly
att: Steve Stern Assemblyman 10th District
630 New York Avenue, Suite D, Huntington, N.Y. 11743
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0923

To: The United States District Court
Eastern District Division of New York
100 Federal Plaza, Central Islip, N.Y. 11722
case no: 2:17 cv-04375
CERTIFIED MAIL NUMBER: 7018 0680 0002 3047 0961

(CLAIMANTS/OFFEROR:)

From: Mario E. Castro and Magdalena Dumancela Castro
Address: 419 West Hills Rd, Melville , N.Y. 11747

January 9, 2019

To the Holder in Due Course and/or agent and/or representative,

I Mario E. Castro and associates have received your offer and accept your offer under the following terms and conditions-

That you provide the following proof of claim, your failure to provide proof of claim, and to accept payment for credit on account shall constitute a breach of this binding self-executing irrevocable contractual agreement coupled with interest and subject the breaching party to fines, penalties, fees, taxes and other assessments. **Notice** – all parties are hereby notified that this addendum is being presented/incorporated and attached to as part of the original agreement/contract number referenced above to remove/add the following parties to the original agreement/contract: **Remove** - "Department of the Treasury, Federal Reserve," and to **Add** - "Bank of America, United States House of Representatives NYS Congressman 3rd District, NYS Assemblyman 10th District, Governor of the state of New York , NYS Comptroller , The Treasurer of the United States, and UNITED STATES ATTORNEY GENERAL." This addendum also modifies BANK OF AMERICA, N.A. one of the original parties to the original agreement to include, as a party to the original agreement/contract and document that they bought out and merged with Countrywide Bank, FSB (a party to this agreement/contract) the "original lender" to which they have full access to all documentation and records to properly respond in regards to the original referenced account. "The addendum also notes change of address for New York State Supreme Court. In consideration of this modification/addition to the original agreement, we are granting the original parties to this agreement 3 additional days (72 hours) from receipt of this addendum to respond to this conditional acceptance as requested below. After the additional timeframe referenced above has elapsed for the original parties to the **January 9, 2019** agreement/contract, the claimant will proceed to transmit a "**notice of fault**" as referenced in **section 10293**. There has been no other modifications to the original agreement nor its terms other than what has been stated above therefore all other provisions of this agreement/contract are still in force and binding upon all original parties unless removed by this addendum. The additional parties referenced above who are being added with the receipt of this addendum, or if you are an original party who just received or have not received the original presentment due to no fault of the claimants, you have the timeframe specified in section **10293** of this addendum to respond in accords with the provisions of this conditional acceptance agreement/contract specified below.

10251. PROOF OF CLAIM, the legal status of these "un/non-constitutional legislative entities" operating/functioning as sources of authority for these so-called "Revised Codes/Statutes"; and specifically the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, is not that of a corporation/quasi corporation; which, is also created by statute. [See: 73 C.J.S., Public Administrative Law and Procedures, § 10, p. 372, citing: Parker v. Unemployment Compensation Commission, 214 S.W. 2d 529, 358 Mo. 365, which States: "The powers granted to an administrative body may be such as to establish it as a legal entity, and, although not expressly declared to be a corporation, it may be considered a public quasi corporation."; Texas & Pacific Railway v. InterState Commerce Commission, 162 U.S. 197 (1895), which States: "The InterState Commerce Commission is a body corporate, with legal capacity to be a party plaintiff or defendant in the Federal courts."; 2 Am.Jur.2d, Administrative Law, § 32, p.56, which States: "Some administrative agencies are corporate bodies with legal capacity to sue and be sued."].

I. SHOW OF CAUSE PROOF OF CLAIM DEMAND

10252. PROOF OF CLAIM, that the Legislative Reference Bureau, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative "agency' with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly, and to prepare for "adoption" by the General Assembly, "Codes" by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the United States Code, is not operating/functioning as a "un/non-constitutional legislative entity"; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an "administrative law agency" administering the corporate affairs and public of that which created it by statute.

10253. PROOF OF CLAIM, these alleged statute(s)/law(s) of this "un/non-constitutional legislative entity"; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate "administrative law agency" are not by nature akin private "by-laws" of a "corporation" for the administration of its internal Government and public; and, are binding and of force or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto; and therewith, living, breathing, flesh-and-blood man, i.e. a natural person/man; and, as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.

10254. PROOF OF CLAIM, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a "un/non-constitutional Congressional entity" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these "un/non-constitutional legislative entities"; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a "un/non-constitutional" issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the Holder in due Course any affidavits in support thereof; and specifically within the above referenced alleged Loan/Debt/Security Instrument, unless said presumption of a contract is rebutted?

a. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-

"Federal Reserve notes are not redeemable, and receive no backing by anything this has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

An official website of the United States Government

An official website of the United States Government

U.S. DEPARTMENT OF THE TREASURY

https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx

the Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.

10255. PROOF OF CLAIM, that the original lender did not lend "bookkeeping entry credit" in the form of a loan, and failed to provide such notification and clear, unambiguous, conspicuous language/terminology that any reasonable man or woman would understand? "Intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan". Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008), EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act- 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692

10256. PROOF OF CLAIM- That the banking Holiday proclaimed by Pres. Roosevelt under proclamation 2039 prohibiting any during the course of such emergency to include but not be limited to deposits, credits, receipts, withdrawals within and between banking institutions has been suspended, declared over, abolished, repealed?

10257. PROOF OF CLAIM- That the government loan represented by this account is not backed by the full faith and credit of the United States government?

10258. PROOF OF CLAIM- That the government loan represented by this account is not secured by mortgage insurance, and that the holder in due course is the beneficiary of that mortgage insurance? That the mortgage insurance is in place should the borrower default?

10259. PROOF OF CLAIM- That the Loan associated with the debt is classified as a personal loan and not a home loan? And that if it were to be classified as a home loan the original lender would be responsible for capital gains taxes? That the Home is purchased not from a bank but a Private home Owner?

10260. PROOF OF CLAIM- That the property securing the loan (an unsecured loan), has been fully paid as a result of the treasury program and/or other government program respecting or associated with such loans (PROGRAMS LIKE THE SINGLE-FAMILY HOME LOAN GUARANTEE PROGRAM)?

10261. PROOF OF CLAIM- That issuing the loan in the form of "BOOKKEEPING ENTRY CREDIT" was deceptive, intentional, and a deliberate attempt to conceal pertinent information regarding the origination of the loan and the matrix associated thereto?

10262. PROOF OF CLAIM- That tax credits and/or a charge off whereby the government has issued credits respecting the associated loan/debt has not been applied to the borrower's side of the ledger indicating the adjustment in balance?

10263. PROOF OF CLAIM- That the Uniform Nonjudicial Foreclosure Act, The Uniform Home Foreclosure Procedure Act, the Administrative Procedures Act, do not recognize arbitration as an alternative dispute resolution remedy?

10264. PROOF OF CLAIM- That the associated loan has not been satisfied as outlined in the Uniform Satisfaction of Mortgage Act?

10265. PROOF OF CLAIM- That the borrower is entitled to a full and complete accounting, as you and/or your associated organizations are the keepers of record, the custodians of record, and or to supply a full and complete accounting of the record upon demand? Please note that demand is hereby made for a complete comprehensive accounting of this account, and the same deadline for furnishing a response to this presentment is the exact same deadline for furnishing the accounting as/is demanded!

10266. PROOF OF CLAIM- That your organization nor the original lender ever intended on limiting lawful money as required in law, regulated by Congress and prescribed by the Constitution of the United States of America?

10267. PROOF OF CLAIM- That there is no lawful statute and/or Constitution delegation of authority authorizing your institution in creating "BOOKKEEPING ENTRY CREDIT", as a form of acceptable currency within the United States?

10268. PROOF OF CLAIM- That all property in the United States is owned by the state by virtue of government?

10269. PROOF OF CLAIM- That the following statement and/or record of Congress remains extant?

"Mr. Speaker, we are here now in chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any Bankrupt entity in world history, the U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise." [Rep. James Traficant, Jr. (Ohio) addressing the House, Congressional Record, March 17, 1993, Vol. 33, page H-1303]

10270. PROOF OF CLAIM- That as a banking Institution the Borrower may utilize Bookkeeping Entry Credit as a form of acceptable currency as it was the initiating currency of issuance-

> Now, Therefore I, Franklin D. Roosevelt, President of the United States of America, *in view of such national emergency and by virtue of the authority vested in me by said Act* ... do hereby proclaim, order, direct and declare that ... there shall be maintained and observed by all banking institutions and all branches thereof located in the United States of America, including the territories and insular possessions, a bank holiday, and that during said period

all banking transactions shall be suspended. During such holiday ... no such banking institution or branch shall ... permit the withdrawal or transfer in any manner or by any device whatsoever, of any ... currency ... nor shall any such banking institution or branch pay out deposits, make loans or discounts ... transfer credits ... or transact any other banking business whatsoever.

During such holiday, the Secretary of the Treasury, with the approval of the President and under such regulations as he may prescribe, is authorized and empowered (a) to permit any or all of such banking institutions to perform any or all of the usual banking functions, (b) to direct, require or permit the issuance of clearing house certificates or other evidences of claims against assets of banking institutions, and (c) to authorize and direct the creation in such banking institutions of special trust accounts for the receipt of new deposits which shall be subject to withdrawal on demand without any restriction or limitation and shall be kept separately in cash or on deposit in Federal Reserve Banks or invested in obligations of the United States.

As used in this order the term "banking institutions" shall include all Federal Reserve Banks, national banking associations, banks, trust companies, savings banks, building and loan associations, credit unions, or other corporations, partnerships, associations or persons, engaged in the business of receiving deposits, making loans, discounting business paper, or transacting any other form of banking business

- Proclamation 2039—Declaring Bank Holiday March 9, 1933; Public Papers and Addresses of Franklin D. Roosevelt declared Law By the General Assembly US Congress March 9, 1933 and the Act associated by the same name.

10271. PROOF OF CLAIM- That the loan and the Associated Debt is an Obligations of the UNITED STATES as defined in statute-

September 14, 1976." The Senate Special Committee had found that President Roosevelt's 1933 proclamation of a national emergency were still extant. See: SENATE SPECIAL COMMITTEE ON NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, FINAL REPORT: NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, S. Rept. No. 94-922, 94th Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1255; 50 U.S.C. 1601 et seq.

10272. PROOF OF CLAIM- That *"The ownership of all property is NOT in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere user; and THAT use must be in accordance with law and subordinate to the necessities of the state."* Senate Document No. 43, 73rd Congress, 1st Session;

10273. PROOF OF CLAIM- That *"Under the new law the money is issued to the banks in return for government obligations... The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. THAT IT represents a mortgage on all the homes, and ... all the people of the nation." Congressional Record, March 9, 1933 on HR 1491 p. 83.*

10274. PROOF OF CLAIM- That it has been *"Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to an obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public or private debts . . ." The GOLD Abrogation Act of June 5th, 1933*

10275. PROOF OF CLAIM- That *"Since March 9, 1933, the United States has been in a state of declared national emergency." "These proclamations give force to 470 provisions of federal law. These*

hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process." **Senate Report 93-549**, July 24, 1973

10276. PROOF OF CLAIM- That the following is the current and is the current understanding:

> *[Mr. McPhadin] "... The first section of the bill, as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."*
>
> *[Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and* ***not for Federal Reserve notes****; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."*
>
> *[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and* ***not Federal Reserve notes****. Is that true?"*
>
> [Stiggle] "Insofar as the provisions of this section are concerned, yes."
>
> *"[Mr. Britain] From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the mount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"*
>
> *[McPhadin] "Yes, I think that is correct."???*

the Congressional Record during the debate over the Emergency Banking Act of 1933.

10277. PROOF OF CLAIM- That the amendment of § 5(b) provided that the Act can only be invoked "(d)uring the time of war." The elimination of the exclusion made clear that any and all emergency powers that might have previously been available pursuant to a national emergency declared under § 5(b) Congress did not formally terminate the one declared by President Roosevelt (apparently believing that only the President could do so). And so, 50 U.S.C. App. 5(b); 12 U.S.C. 95a. In amending TWEA, Congress did provide for the continuation of the emergency and of any economic sanctions that were the result of a Presidential declaration of national emergency that were in effect on July 1, 1977, subject to automatic termination unless they were renewed annually. This provision allowed the continuation of the National Bankruptcy and the National Banking Holiday, as well as the sanctions on regimes like Cuba, North Korea, China, and North Vietnam to continue without the President having to declare a new national emergency under IEEPA. See 50 U.S.C.A. App. 5, note.

10278. PROOF OF CLAIM- That as first adopted in 1976, the National Emergencies Act excluded from its purview Section 5(b) of the Trading with the Enemy Act. As noted above, the law under which President Roosevelt issued the declaration of national emergency with respect to the National bankruptcy was never cancelled. With the Cold War sections under that act had also been used by the executive branch as the legal basis for imposing economic sanctions on the communist nations of North Korea, Cuba, China, and North Vietnam; and the National Emergencies Act had been terminated, there would have been no other legal basis for continuing the sanctions against those countries, accept to enact a set of new specific laws, Congress chose not to consider. As a consequence, the State Department asked that Section 5(b) be excluded from the National Emergencies Act **until other legislation providing a basis for the continuation of economic sanctions against those countries could be enacted.** Is this not the case?

10279. PROOF OF CLAIM- That ***"Whenever in the judgment of the Secretary of the Treasury such action is necessary to protect the currency system of the United State, the Secretary of the Treasury, in his discretion, may regulate any or all individuals...*** *Whoever shall not comply with the provisions of this act shall be fined not more than $10,000 or if a natural person, may in addition to such fine may be imprisoned for a year, not exceeding ten years." [Stat 48, Section 1, Title 1, Subsection N, March 9, 1933]; that it is under discretion and the direct supervision of the United States treasury that the banking institutions are utilizing "bookkeeping entry credit", and because the law defines a "banking institution" as one who engages in the business of banking i.e. banking business, during this current national banking emergency defined in law as bankruptcy, such "bookkeeping entry credit utilization" is construed as currency of the United States, and may be utilized for the payment and/or repayment of a loan instituted and or issued in the same species, is this not so?*

10280. PROOF OF CLAIM, that you notify the undersigned and/or the undersigned's representative of your attempt to deceive them, and that they knowingly and intentionally agreed to such deception,

for instance, if this matter involve the lending of credit, and/or a mortgage loan, proof that you provided the borrower with evidence as to the origination of the loan, and the species of currency utilized in the origination of the loan?

10281. PROOF OF CLAIM, that you have provided and/or will provide to the undersigned a copy of the original contract in its current state, without alterations and or amendments, for we know that any alteration and/or amendment on a contract has to be done in the presence of the other party with the approval of the other party, and that if you have provided a copy prior to the issuance of this document please provide proof and the date upon which such was done, and if you have not provided a copy please provide a copy with your response, and failure to do so would be constituted as a refusal on your part and a breach of this agreement invoking the tacit acquiescence and your forfeiture and waiver of all rights and full consent to every provision of the agreement and the penalties and assessment and fees associated therewith.

10282. PROOF OF CLAIM, that you provide a list of all of your subsidiaries, EIN numbers and the like, plus a copy of your COMPREHENSIVE ANNUAL FINANCIAL REPORT for the past 10 years inclusive of notes, ledgers, references, with term definitions within the next 14 calendar days, as the custodian of record for this account, you are to highlight the Association of this account within those records, failure to do so will invoke the default principles of this agreement and your full and complete consent with all of the terms and conditions as well as penalties associated thereto, hereto, therewith.

10283. PROOF OF CLAIM, that you will not attempt to circumvent the process after default, or after your consent and approval and agreement to this presentment, and that you agree that any attempt to circumvent the process shall invoke and cause to be placed in full affect the treble damage provision of this agreement plus, penalties, fines, assessment, fees.

10284. PROOF OF CLAIM, that you agree that if you should in any way attempt to evade, and or provide a general response, and or refuse to respond, and or refuse to provide the evidence and information and/or documents and/or records demanded, that you are guilty of fraud, deception, racketeering, and you will not object to your full prosecution as an organization with the co-conspirators mainly your Board of Directors if you are a corporation, with a minimum jail time of five years day for day and a maximum not to exceed that of 65% of a proscribed law. And that such failure and/or refusal on your part shall constitute your binding and willful consent to the relinquishing of the total value of the claim of this agreement, payable on demand with your waiver to a defense, and or a trial, and or hearing, and or notice, and or presentment, and or right to review and or right to appeal and or right to object!

II. CAVEAT

10285. Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent('s) 'official response' to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim by Respondent('s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

10286. Therefore, as the Undersigned is not a signatory; NOR a party, to your "social compact" (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby; and therein, bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal's/unit's decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to dismiss. And as a result

thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it's "corporate business commercial transacting capacity", are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter. That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement is **$1,275,000 (ONE MILLION TWO HUNDERED SEVENTY FIVE THOUSAND DOLLARS)**, the amount demanded is..$1,275,000). The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned's confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, "What is the Undersigned's remedy?"

10287. THEREFORE, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged ***CIVIL/COMMERCIAL/Cause*** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter ali, all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.

10288. The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party and or their representative as stipulated and attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. al; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed "good faith" on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days, of which there will be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s) on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent's (s') part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

10289. Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they

operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

III. ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW

10290. ADDITIONALLY it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

10291. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. **2019-01091221MMLJC-WBF4UJCSM–U123899811©** constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate.

10292. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and

unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent('s) by invoice. Per Respondent('s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.

10293. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent's (s') fault. Should Respondent(s) fail or otherwise refuse to cure Respondent's(s') fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's(s') consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged "court of record" within the above referenced alleged ***Commercial/Civil/Cause*** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged ***Commercial/Civil/Cause*** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the above referenced alleged ***Commercial/Civil/Cause*** within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed non-binding it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

10294. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged ***Commercial/Civil/Cause*** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

IV. NOTICE OF COMMON-LAW ARBITRATION:

10295. Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL documents/instruments/records within the above referenced alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Common-Law Copyright, filed for record within the Office of the Secretary of State, of NEW YORK and or Las Vegas State of Nevada, and, having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Undersigned hereby; and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the above referenced alleged ***Commercial/Civil/Cause*** for the SOLE purpose to correct said record and comply with Respondent's(s') agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

10296. NOTICE: That the arbitrators "must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business" *Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyds List Rep 104

- "internationally accepted principles of law governing contractual relations" [*Deutsche Schachtbau v R'As al-Khaimah National Oil Co* [1990] 1 AC 295]
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.[For example, see *Heyman v Darwins Ltd.* [1942] AC 356]
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power
- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." *AISI v US*, 568 F2d 284.
- "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)
- "...their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes." K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) *FRC v G.E.* 281 US 464; *Keller v PE*, 261 US 428.
- "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administrating or enforcing statutes do not act judicially. but, merely administerially." *Thompson v Smith*. 155 Va. 376. 154 SE 583, 71 ALR 604.
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him." Endicott v Perkins, 317 US 501
- "It is not every act, legislative in form, that is law. Law is something more than mere will exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law." *Hurtado v. California* (1884) 110 US 515 (1984).
- Some of the aforementioned cases are not published, however, these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process an arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless it can be proved that the arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

10297. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent's(s') agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim

for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent's(s') duties/obligations set, established, and agreed upon between the parties to this agreement.

10298. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

10299. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

V. NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

10300. NOTICE: In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter.

10301. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!

10302. NOTICE: All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever's, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

10303. NOTICE: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned's appreciations and thanks for Respondent's(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise. But shall remain as a direct objection to any and all claims to the contrary.

Sincerely,

Without Recourse

Mario E. Castro a Natural Man

Magdalena Dumancela Castro a Natural Woman

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Exhibit - C

Detail of Exhibits:

1.) Notice of Fault in Dishonor 2pages

NOTICE OF FAULT IN DISHONOR
(Opportunity to Cure)
SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE
by the UNITED STATES POST OFFICE via First Class Postage Prepaid
CERTIFIED MAIL NO.: 7017 2680 0000 4888 5563

Notice date: **March 18, 2019**

Claimant(s): **Mario E. Castro and Magdalena Dumancela Castro**
419 West Hills Rd.
Melville, N.Y. 11747

Respondent(s):

TO: THE BANK OF NEW YORK MELLON
Attention: Charles W. Scharf, Chair and CEO of
BANK OF NEW YORK MELLON
24 Greenwich Street, N.Y., New York 10286
Account No.: 0578156729 and **0126376016** *
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5471

To: SHELLPOINT MORTGAGE SERVICING and or/their
Successor and assigns
c/o Jack Navarro (CEO)
Po Box 10826 Greenville, S.C. 29603-0826
Account No.: 0578156729 *
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5495

Bank of America N.A. (merged with Countrywide FSB)
c/o: Bank of America Corporation - att: Brian Moynihan (CEO)
100 N. Tyron Street, Charlotte, North Carolina 28255
Account# 126376008/ Account# 1263760016
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5518

United State of America
UNITED STATES ATTORNEY GENERAL at U.S. Department of Justice
Address: 950 Pennsylvania Avenue, NW Washington, DC 20530-0001
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5532

To: The NEW YORK STATE Supreme Court
Honorable Chief Judge Janet DiFiore
Address: 230 Park Ave, suite 826 New York, N.Y. 12207
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5556

Office of the NY State Comptroller
Att: Thomas P. DiNapoli - NYS Comptroller
59 Maiden Ln #31, New York, N.Y. 10038
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5570

To: State of NEW YORK Attorney General's Office
Attorney General: Letitia James
Address: Office of The Attorney General
The Capitol, Albany, N.Y. 12224-0341
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5303

To: The United States House of Representatives
New York State Congressman - Thomas Suozzi 3rd District
478 A Park Ave, Huntington, N.Y. 11743
CERTIFIED MAIL NUMBER 7017 268 0000 4888 5327

To: THE BANK OF NEW YORK MELLON
c/o AKERMAN LLP ATTENTION : Natsayi Mawere, Joseph DeFazio
666 Fifth Avenue 20th Fl., New York, N.Y., 10103
Account No. 0578156729
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5488

To: REAL TIME SOLUTIONS
Attention: Eric C. Green (CEO)
1349 Empire Central Drive, Dallas, T.X. 75247
Account No:0126376016
CERTIFIED MAIL NUMBER:
7017 2680 0000 4888 5501

The Treasurer of The United States
Office of The Treasurer and or their assigns
1500 Pennsylvania Ave. NW Room 2134
Washington, District of Colombia 20220
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5525

To: the United States Supreme Court
chief justice John Glover Roberts Jr.
Address: 1 First St NE, Washington, DC 20543
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5549

To: The United States Department of Agriculture
Fiscal Service, Director of the Finance Office
Address: 1400 Independence Avenue, SW, Washington, DC 20250
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5563

The Governor of The State of New York
Honorable Andrew M. Cuomo Governor of New York State
NYS State Capitol Building, Albany, N.Y. 12224
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5587

To: New York State Assembly
att: Steve Stern Assemblyman 10th District
630 New York Avenue, Suite D, Huntington, N.Y. 11743
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5310

To: The United States District Court
Eastern District Division of New York
100 Federal Plaza, Central Islip, N.Y. 11722
case no: 2:17 cv-04375
CERTIFIED MAIL NUMBER: 7017 2680 0000 4888 5334

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PG1/2

Reference: **Agreement/Contract No.: 2019-01091221MMLJC-WBF4UJCSM-U123899811©**
Addendum to Agreement/Contract I.D.: 2019-0211M1221MMLJC-WBF4UJCSM-ADDEN1©

This communication is to inform you that you are in **default** of the agreement, and as per the terms of the agreement to which you have not complied with, you have consented and agreed to all the terms and conditions contained therein including but not limited to the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."**

If you did not receive a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication, and were not aware of its existence, you have three (3) days, (72) hours in which to provide proof of such non-receipt, this is a good faith effort in providing you with an opportunity to cure your default. The contractual agreement includes as an exclusive remedy arbitration, this remedy is only available respecting the issue of default, whereby you prove based on a preponderance of evidence that you had not received a copy of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST."** If you do not provide such proof of non-receipt or provide proof that you have indeed responded to each and every point of averment or proof of claim within the 10 day allotted time or within the additional three (3) days, (72) hours specified in the Addendum within the 3 days as referenced above pertaining to this notice, you will be in **"default"** and we will do this, we will proceed to get a judgment against you through arbitration.

You may or may not be aware, that all the elements of a contract having been met, that the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** supersedes any and all previous contracts between the parties, and is a legally binding contractual obligation upon all parties associated thereto.

This is a legal communication, you are to take legal/judicial/special/exceptional notice as there may be dire and irreparable consequences that may affect you individually, professionally, legally, corporately.

The three (3) day, (72) hour timeframe commences upon receipt of this notification, and is only applicable within the confines of the original contract communication and or the original addendum to contract in the form of the original contract communication which includes the **"SELF-EXECUTING IRREVOCABLE DURABLE POWER OF ATTORNEY COUPLED WITH INTEREST,"** terms of agreement.

Thank you for your consideration....

Of this presentment take due **Notice** and heed, and govern yourself accordingly.

NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA

Sincerely,

Without Recourse

Non Assumpsit
3/18/19
Mario E. Castro a Natural Man **Date:**

3/18/19 Non Assumpsit
Magdalena Dumancela Castro a Natural Woman **Date:**

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Exhibits - D

Detailed Schedule of Exhibits:

1. **True and correct copy of Monthly Statement by Shellpoint – with redacted information (1 Page);**

2 pages total including this cover sheet

Shellpoint Mortgage Servicing

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

9-811-05594-0011011-003-1-000-010-000-000

MARIO E CASTRO
419 W HILLS RD
MELVILLE NY 11747-1045

MORTGAGE STATEMENT

Statement Date: 01/18/2019

Account Number	0578156729
Next Due Date	02/01/2019
Amount Due	**$99,168.51**

If payment is received after 02/16/2019, $0.00 late fee may be assessed.

Phone: 866-316-4706
Website: www.shellpointmtg.com

Explanation of Amount Due

Principal	$833.49
Interest	$689.04
Escrow (Taxes and Insurance)	$1,068.30
Regular Monthly Payment	**$2,590.83**
Total Fees and Charges	$15.00
Overdue Payment	$96,562.68
Total Amount Due	**$99,168.51**

Account Information

Outstanding Principal	$270,495.19
Deferred Balance	$130,452.95
Interest Rate	3.5000%
Prepayment Penalty	None
Property Address:	419 W HILLS ROAD MELVILLE NY 11747
Contractual Due Date:	November 1, 2015
Current Escrow Balance:	-$41,046.52

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	$0.00	$0.00
Interest	$0.00	$0.00
Escrow	$0.00	$0.00
Fees/Late Charges	$0.00	$0.00
Unapplied Partial Payment	$0.00	$2,404.47
Total	**$0.00**	**$2,404.47**

Transaction Activity (12/18/2018 - 01/17/2019)

Date	Description	Charges	Payments
01/02/2019	Property Inspection Disbursement	$15.00	$0.00

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Additional Messages

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 866-316-4706.

For questions regarding the servicing of your loan, please contact customer care at 866-316-4706.

Repayment options may be available to you. **Call 866-316-4706** to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

For information about your payments, total amount due, and any additional payment history, see reverse side.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure – the loss of your home. As of 01/18/2019, you are 1,174 days delinquent on your mortgage loan.

Recent Account History

- Payment due 08/01/18: unpaid balance of $83,623.53
- Payment due 09/01/18: unpaid balance of $2,590.83
- Payment due 10/01/18: unpaid balance of $2,590.83
- Payment due 11/01/18: unpaid balance of $2,590.83
- Payment due 12/01/18: unpaid balance of $2,590.83
- Payment due 01/01/19: unpaid balance of $2,590.83
- Payment due 02/01/19: current payment due

- **Total: $99,168.51 due. You must pay this amount to bring your loan current.**

If You Are Experiencing Difficulty: Please refer to the back of this statement for additional messages about mortgage counseling and assistance.

Detach and return with payment.

Shellpoint Mortgage Servicing
Loan Number: 0578156729
MARIO E CASTRO

Property Address:
419 W HILLS ROAD
MELVILLE NY 11747

SHELLPOINT MORTGAGE SERVICING
PO BOX 740039
CINCINNATI OH 45274-0039

Amount Due

Payment Due Date	02/01/2019
Total Amount Due	$99,168.51

$0.00 late fee may be charged after 02/16/2019

Please write clearly inside space provided

Payment Amount	$
Additional Principal	$
Late / Other Charges	$
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$

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